

FINAL

Greater Sumter County
Solid Waste Management Plan 2004-2019
Americus - Andersonville - De Soto - Leslie - Plains

Sumter County Board of Commissioners

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Andrea Pearlette Fuse Brooks
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A. J. Hurley
Mark Waddell
Lynn Taylor, County Administrator

Americus Mayor and Council

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L. E. Godwin III, Mayor
Dr. Jimmy Bagwell
Eugene Edge, Sr.
Mrs. A. B. Jackson-Merritt
Wade Medlock
Andrea Oates
Joey Recker
Donna Windham, City Clerk

assistance provided by
River Valley Regional Commission
228 West Lamar Street
Americus, Georgia

SITE LOCATION MAP



ADOPTING RESOLUTION
GREATER SUMTER COUNTY
SOLID WASTE MANAGEMENT PLAN 2004-2019

WHEREAS; Sumter County and the Cities of Americus, Andersonville, De Soto, Leslie and Plains prepared the Greater Sumter County Solid Waste Management Plan 2004-2019 in accordance with the Georgia Department of Community Affairs' Minimum Planning Standards and Procedures for Solid Waste Management, and

WHEREAS; said document expresses the desires of all jurisdictions in the county to improve the quality of local solid waste management, and

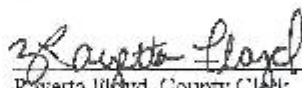
WHEREAS; the state regulatory agency has made the determination that said Plan adequately addresses the Minimum Planning Standards and Procedures for Solid Waste Management,

NOW, BE IT THEREFORE RESOLVED; that the Sumter County Board of Commissioners hereby adopt the Greater Sumter County Solid Waste Management Plan 2004-2019.

Duly adopted and executed in session this 15th day of February, 2011.

SUMTER COUNTY BOARD OF COMMISSIONERS


Randy Howard, Chairman


Rayetta Floyd, County Clerk

ADOPTING RESOLUTION
GREATER SUMTER COUNTY
SOLID WASTE MANAGEMENT PLAN 2004-2019

WHEREAS; the City of Americus, the Sumter County Board of Commissioners, and the Cities of Andersonville, De Soto, Leslie and Plains prepared the Greater Sumter County Solid Waste Management Plan 2004-2019 in accordance with the Georgia Department of Community Affairs' Minimum Planning Standards and Procedures for Solid Waste Management, and

WHEREAS; said document expresses the desires of all jurisdictions in the county to improve the quality of local solid waste management, and

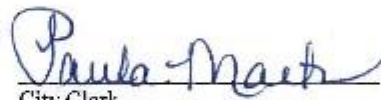
WHEREAS; the state regulatory agency has made the determination that said Plan adequately addresses the Minimum Planning Standards and Procedures for Solid Waste Management.

NOW, BE IT THEREFORE RESOLVED; that the Mayor and City Council of Americus hereby adopt the Greater Sumter County Solid Waste Management Plan 2004-2019.

Duly adopted and executed in session this 24 day of February, 2011.

CITY OF AMERICUS


Barry Blount,
Mayor


Paula Mark
City Clerk

ADOPTING RESOLUTION
GREATER SUMTER COUNTY
SOLID WASTE MANAGEMENT PLAN 2004-2019

WHEREAS; the City of Andersonville, the Sumter County Board of Commissioners, and the Cities of Americus, De Soto, Leslie and Plains prepared the Greater Sumter County Solid Waste Management Plan 2004-2019 in accordance with the Georgia Department of Community Affairs' Minimum Planning Standards and Procedures for Solid Waste Management, and

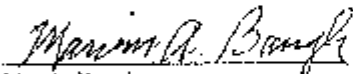
WHEREAS; said document expresses the desires of all jurisdictions in the county to improve the quality of local solid waste management, and

WHEREAS; the state regulatory agency has made the determination that said Plan adequately addresses the Minimum Planning Standards and Procedures for Solid Waste Management.

NOW, BE IT THEREFORE RESOLVED; that the Mayor and City Council of Andersonville hereby adopt the Greater Sumter County Solid Waste Management Plan 2004-2019.

Duly adopted and executed in session this 7 day of February, 2011.

CITY OF ANDERSONVILLE


Marvin Daugh,
Mayor


Linda Owen
City Clerk

ADOPTING RESOLUTION
GREATER SUMTER COUNTY
SOLID WASTE MANAGEMENT PLAN 2004-2019

WHEREAS; the City of De Soto, the Sumter County Board of Commissioners, and the Cities of Americus, Andersonville, Leslie and Plains prepared the Greater Sumter County Solid Waste Management Plan 2004-2019 in accordance with the Georgia Department of Community Affairs' Minimum Planning Standards and Procedures for Solid Waste Management, and

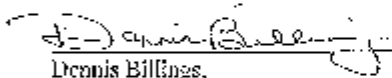
WHEREAS; said document expresses the desires of all jurisdictions in the county to improve the quality of local solid waste management, and

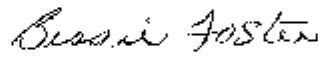
WHEREAS; the state regulatory agency has made the determination that said Plan adequately addresses the Minimum Planning Standards and Procedures for Solid Waste Management,

NOW, BE IT HEREBY RESOLVED; that the Mayor and City Council of De Soto hereby adopt the Greater Sumter County Solid Waste Management Plan 2004-2019.

Duly adopted and executed in session this 1 day of February, 2011.

CITY OF DE SOTO


Dennis Billings,
Mayor


Attest

ADOPTING RESOLUTION
GREATER SUMTER COUNTY
SOLID WASTE MANAGEMENT PLAN 2004-2019

WHEREAS; the City of Leslie, the Sumter County Board of Commissioners, and the Cities of Americus, Andersonville, De Soto and Plains prepared the Greater Sumter County Solid Waste Management Plan 2004-2019 in accordance with the Georgia Department of Community Affairs' Minimum Planning Standards and Procedures for Solid Waste Management, and

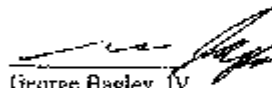
WHEREAS; said document expresses the desires of all jurisdictions in the county to improve the quality of local solid waste management, and

WHEREAS; the state regulatory agency has made the determination that said Plan adequately addresses the Minimum Planning Standards and Procedures for Solid Waste Management,

NOW, BE IT THEREFORE RESOLVED: that the Mayor and City Council of Leslie hereby adopt the Greater Sumter County Solid Waste Management Plan 2004-2019.

Duly adopted and executed in session this 21 day of February 2011.

CITY OF LESLIE


George Bagley, IV
Mayor


City Clerk

ADOPTING RESOLUTION
GREATER SUMTER COUNTY
SOLID WASTE MANAGEMENT PLAN 2004-2019

WHEREAS; the City of Plains, the Sumter County Board of Commissioners, and the Cities of Americus, Andersonville, De Soto and Leslie prepared the Greater Sumter County Solid Waste Management Plan 2004-2019 in accordance with the Georgia Department of Community Affairs' Minimum Planning Standards and Procedures for Solid Waste Management, and

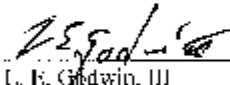
WHEREAS; said document expresses the desires of all jurisdictions in the county to improve the quality of local solid waste management, and

WHEREAS; the state regulatory agency has made the determination that said Plan adequately addresses the Minimum Planning Standards and Procedures for Solid Waste Management,

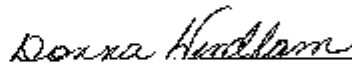
NOW, BE IT THEREFORE RESOLVED; that the Mayor and City Council of Plains hereby adopt the Greater Sumter County Solid Waste Management Plan 2004-2019.

Duly adopted and executed in session this 17 day of February, 2011.

CITY OF PLAINS



L. E. Godwin, III
Mayor



Donna Huddleston
City Clerk

TABLE OF CONTENTS

INTRODUCTION	1
PLANNING AREA	2
WASTE STREAM CHARACTERIZATION	5
LOCAL WASTE DATA	10
WASTE PROJECTIONS	12
WASTE REDUCTION	13
COLLECTION	19
CONTINGENCY STRATEGY	19
DISPOSAL	20
CONTINGENCY STRATEGY	20
EDUCATION AND PUBLIC INVOLVEMENT	24
LAND LIMITATIONS	25
NATURAL ENVIRONMENTAL LIMITATIONS	25
WATER SUPPLY WATERSHEDS	25
PROTECTED MOUNTAINS	25
SIGNIFICANT GROUNDWATER RECHARGE AREAS	25
WETLANDS	27
RIVER CORRIDORS	30
CRITERIA LIMITING SITING OF SOLID WASTE FACILITIES	31
ZONING	31
AIRPORT SAFETY	31
MILITARY AIRSPACE	32
FLOODPLAINS	33
WETLANDS	33
FAULT AREAS	33
SEISMIC IMPACT ZONES	
UNSTABLE AREAS	34
SIGNIFICANT GROUNDWATER RECHARGE AREAS	34
HISTORIC SITES	35
JURISDICTIONAL BOUNDARIES	35
REQUIRED APPLICANT ACTIONS RELATED TO LANDFILL SITING	36
SITE SELECTION MEETING	36
SITE DECISION MEETING	37
ADDITIONAL SITING STANDARDS	37
HYDROLOGIC ASSESSMENT	37
PLAN CONSISTENCY	38
PERMITS FOR REGIONAL SOLID WASTE DISPOSAL FACILITIES	37
IMPLEMENTATION STRATEGY	43
SHORT TERM WORK PLAN 2004-2019	43
REPORT OF ACCOMPLISHMENTS 2004-2006	47
ATTACHMENT A - COLLECTION CAPACITY ASSURANCES	
SUMTER COUNTY, ANDERSONVILLE, DE SOTO, LESLIE	50
AMERICUS	51
PLAINS	52
ATTACHMENT B – DISPOSAL CAPACITY	53
ATTACHMENT C – SOLID WASTE COLLECTION AGREEMENTS	
SUMTER COUNTY	56
AMERICUS	72
ANDERSONVILLE	88
DE SOTO	102
LESLIE	103
PLAINS	119
ATTACHMENT D – PUBLIC PARTICIPATION	120

INTRODUCTION

The Georgia Legislature has determined solid waste management planning by the state and local governments and regional development centers is necessary to; (1) prevent environmental degradation, (2) manage resources, and (3) effectively reduce and manage solid waste. To achieve these ends, the 1990 session of the Georgia General Assembly passed the Georgia Comprehensive Solid Waste Management Act which stipulates that:

1. in order to receive a permit, grant, or loan for a solid waste management facility, each city and county shall develop, or be included in, a comprehensive solid waste management plan,
2. any request for a solid waste handling facility permit, or funding for publicly owned and operated solid waste facilities or equipment must be consistent with the solid waste management plan of all affected local governments.

The Act declares that it is the policy of the State of Georgia to educate and encourage generators and handlers of solid waste to reduce and, to the greatest extent possible, minimize the amount of solid waste through source reduction, reuse, composting, recycling, and other methods, and to promote markets for, and engage in, the purchase of goods made from recycled materials.

The Solid Waste Management Act, as amended, requires each solid waste management plan to meet the following criteria:

1. provide for assurance of adequate solid waste collection capability and disposal capacity within the planning area for at least ten years from the date of plan completion,
2. identify all solid waste handling facilities within the planning area as to size and type, and
3. identify land areas unsuitable for solid waste handling facilities based on environmental and land use factors.

In addition, the Act requires each local government to report annually the progress in meeting statewide solid waste reduction goals, and the costs of solid waste management programs and services within their jurisdiction. The information provided in this annual report must be reasonably consistent with that provided in the local government plan, and solid waste disposal and landfill capacity reports.

PLANNING AREA

Sumter County has a total area of 492 square miles approximately forty miles north of Albany, sixty miles southeast of Columbus and seventy-five miles southwest of Macon. The county is bordered on the northeast by the Flint River and on the southeast by Lake Blackshear. Locate near the northern reaches of the Southern Coastal Plain the topography consists of gentle rolling hills and flat plains. Of five municipalities in the county the largest, Americus, is the seat of county government.

Between 1950 and 2000 the community recorded an increase of 8,992 residents (+37%). Thirty-seven percent of this growth is credited to the unincorporated area; the 63% balance occurred in the five cities, with Americus accounting for 99% of the municipal increase. Mid-census (2005) U. S. Census estimates suggest the community may be in the slowest growth period in half a century. The community has tourist attractions which increases the number of people in the community, especially during seasonal peaks in spring and early summer. Two small post-secondary institutions of higher education, both with enrollments of $\pm 2,500$, attract student populations. Both schools have student residences on-campus, but both also have significant commuter enrollments.

Population	1950	1960	1970	1980	1990	2000	2005
Sumter	24,208	24,652	26,931	29,360	30,228	33,200	32,401
Americus	11,389	13,472	16,091	16,120	16,516	17,013	16,547
Andersonville	281	263	274	267	277	331	339
De Soto	309	282	321	248	258	214	206
Leslie	417	494	562	470	445	455	437
Plains	546	572	683	651	716	637	614
unincorporated	11,266	9,569	9,000	11,604	12,016	14,550	14,258

Source: U. S. Census

The community was credited with a 27% increase (2,560) in households between 1980 and 2000. The unincorporated area accounted for 60% of this growth. Americus (+1,042) and Andersonville (+31) were the only incorporated areas to record an increase.

Households 1980 - 2000			
Jurisdiction	1980	1990	2000
Sumter	9,465	10,484	12,025
Americus	5,332	5,809	6,374
Andersonville	93	103	124
De Soto	93	93	78
Leslie	175	165	175
Plains	240	221	215
unincorporated	3,532	4,093	5,059

Source: U. S. Census

Over the five calendar year period 2004-2008, the community's unemployment rate averaged approximately 1.6 percentage points higher than the state rate.

Annual Unemployment Rates					
Jurisdiction	2004	2005	2006	2007	2008
Sumter	5.8%	6.7%	6.1%	7.1%	7.7%
State	4.7%	5.2%	4.6%	4.4%	6.2%

Source: Georgia Department of Labor

Information presented in the following table reveals the mix of local employment opportunities by industrial sector.

Industrial Mix – Sumter County 2008				
Industry	# of Firms	Employment		Weekly Wages
		#	%	
Goods-Producing	152	2,932	24%	\$814
agriculture, forestry, fishing and hunting	45	483	4%	\$483
mining, quarrying, and oil and gas extraction	3			
construction	62	717	6%	\$674
manufacturing	42	1,600	13%	\$614
food	1	*	*	*
textile product mills	1	*	*	*
wood product	3	103	1%	\$572
paper	1	*	*	*
printing and related support activities	2	*	*	*
chemical	2	*	*	*
plastics and rubber products	2	212	2	\$676
nonmetallic metal product	3	*	*	*
primary metal	1	29	<1%	\$553
fabricated metal product	6	4	0	\$323
machinery	3	*	*	*
computer and electronic product	1	*	*	*
electrical equipment, appliance/component	2	*	*	*
transportation equipment	3	*	*	*
furniture and related product	9	290	2%	\$470
miscellaneous	2			*
beverage and tobacco product	0	0	0	0
apparel	0	0	0	0

table continued on next page

Service-Providing	535	6,358	52%	\$483
utilities	2	*	*	*
wholesale trade	35	397	3%	\$564
retail trade	132	1,563	13%	\$347
transportation and warehousing	24	422	4%	\$658
information	14	138	1%	\$798
finance and insurance	40	214	2%	\$741
real estate, rental and leasing	21	109	1%	\$393
professional, scientific and technical	34	133	1%	\$560
management: companies/enterprises	3	60	1%	\$574
administrative and support, waste management, and remediation services	22	377	3%	\$398
educational services	5	*	*	*
health care and social assistance	72	1,625	13%	\$628
arts, entertainment and recreation	7	43	<1%	\$291
accommodation & food services	54	876	7%	\$192
other services (except public administration)	70	186	2%	\$440
unclassified – industry not assigned	2	*	*	*
total - private sector	689	9,291	76%	\$549
total - government	81	2,923	24%	\$768
local government	22	1555	13%	\$536
state government	44	1224	10%	\$682
federal government	15	144	1%	\$1,086
all industries	770	12,214	100%	\$548

* confidential data; cannot be released

Source: Georgia Department of Labor, Employment and Wages 2008

According to this Georgia Department of Labor information, the private sector accounted for approximately 76% of local employment in 2008. Overall, goods-producing industries accounted for 24%, service-producing 52% and government-employment the 24% balance.

Largest Private Sector Employers 2008		
Employer	# Employees	Product
Sumter Regional Hospital	700	health care
Cooper Lighting	600	residential, commercial, industrial lighting fixtures
Habitat for Humanity	450	housing provider for low income
Wal-Mart	380	retailer of general consumer goods
Magnolia Manor	300	nursing home care
Mullite Corp. of America	236	kaolin and bauxite mining

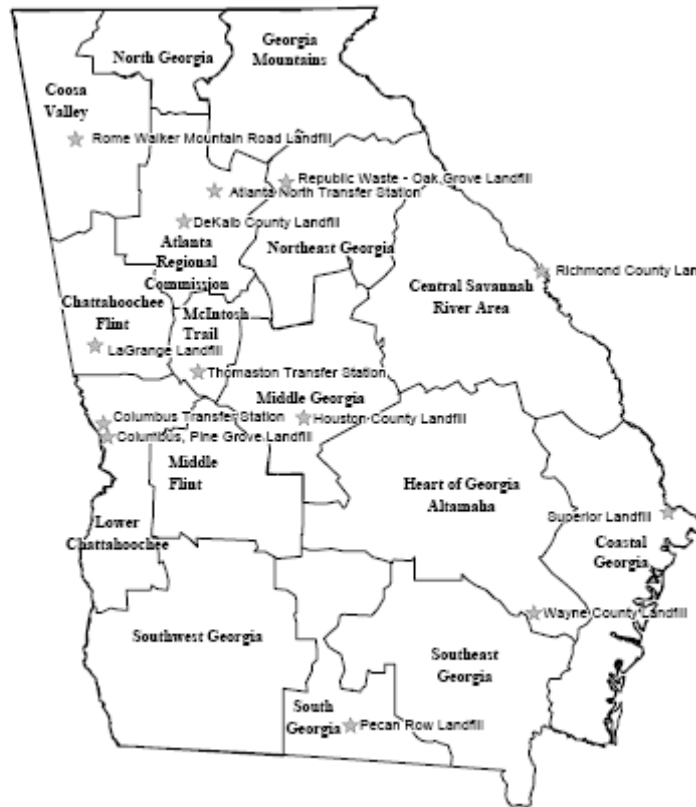
Sources: Harris Infosource; (Georgia Chamber of Commerce),

At the time of the 2000 Census, 83% (11,652) of employed residents of Sumter County worked in the community; the 16% (2,311) balance commuted out-of-county to work. Twenty-three percent (3,431) of jobs in the community were filled by people who lived outside the County.

WASTE STREAM CHARACTERIZATION

The community lacks the financial and personnel resources necessary to perform a waste¹ characterization study which would clearly delineate the various types of local waste generators (residential, commercial, industrial, etc.), the types of waste they each contribute (paper, plastic, metal, etc.), the volume of waste they each generate, and the proportion each type comprises of the total waste stream. In absence of detailed local data, the community is utilizing the state's most recent (2004) waste characterization study as reported in the Georgia Solid Waste Management Plan, adopted in 2006. The thirteen municipal solid waste landfills included in the survey and their respective locations are highlighted in the following graphic.

Municipal Solid Waste Facilities (13) Included in 2004 State Waste Characterization Survey
Regional Development Center (16) Boundaries



In an effort to use waste information believed to be most reflective of Sumter County, landfill survey data from the more rural regions were reviewed and compared with statewide data. There was such wide variation in waste stream composition even among the rural areas it could not be determined which most nearly reflected local conditions. Therefore, based on the assumptions

¹ Solid waste is any garbage or refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities, but does not include recovered materials; solid or dissolved materials in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954.

that the larger survey universe (thirteen landfills) would mitigate extreme variations in waste stream composition, reduce margins of error and therefore be more reflective of local conditions, composite survey data generated for the state as a whole was utilized for the purpose of characterizing the local waste stream. According to the survey, waste was generated statewide by the various sectors in the following proportions:

Reported Waste Disposed Statewide - 2004		
Sector	Tons	Percentage
Residential	4.7 million	30%
Commercial	3.3 million	21%
Industrial	1.7 million	11%
C&D	5 million	33%
Sludge/Bio-solids	.8 million	5%
Total	15.5 million	100%

Source: Solid Waste Management Plan, State of Georgia, Table 2-1 - adopted 5/3/2006

These figures represent the waste disposed in municipal solid waste (MSW)² and construction and demolition (C&D)³ landfills. There were approximately 400,000 additional tons of waste disposed in two industrial landfills, one composting facility and an incinerator, all located in distant parts of the state. In addition, unknown volumes of waste (primarily yard waste) were disposed in inert landfills, in on-site (captive) industrial landfills, in burn barrels, discarded as litter and deposited in unauthorized or illegal dumps.

The focus of this plan is on MSW, as defined in state law (household and commercial solid wastes), yard waste and C&D waste. This excludes solid waste from mining, agricultural, and silvicultural operations, and industrial processes and operations. MSW accounts for approximately 80% of the state waste stream, minus, of course, the unknown volumes of yard waste, captive waste, etc., mentioned in the preceding paragraph.

The following graphic depicts the types and proportions of waste documented in the state's waste stream, and for present purposes imputed locally, followed by depictions of the component parts, and proportions, of each type of waste.

² Municipal Solid Waste is any solid waste derived from households, including garbage, trash, and sanitary waste in septic tanks and means solid waste from single family and multifamily residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term includes yard trimmings and commercial solid waste but does not include recovered materials, or solid waste from mining, agricultural, or silvicultural operations or industrial processes and operations.

³ Construction and demolition waste is waste building materials and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings and other structures. Such wastes include, but are not limited to, asbestos containing waste, wood, bricks, metal, concrete, wall board, paper, cardboard, inert waste landfill material, and other nonputrescible wastes which have a low potential for groundwater contamination.

Figure 1 – Solid Waste Composition–Georgia 2004

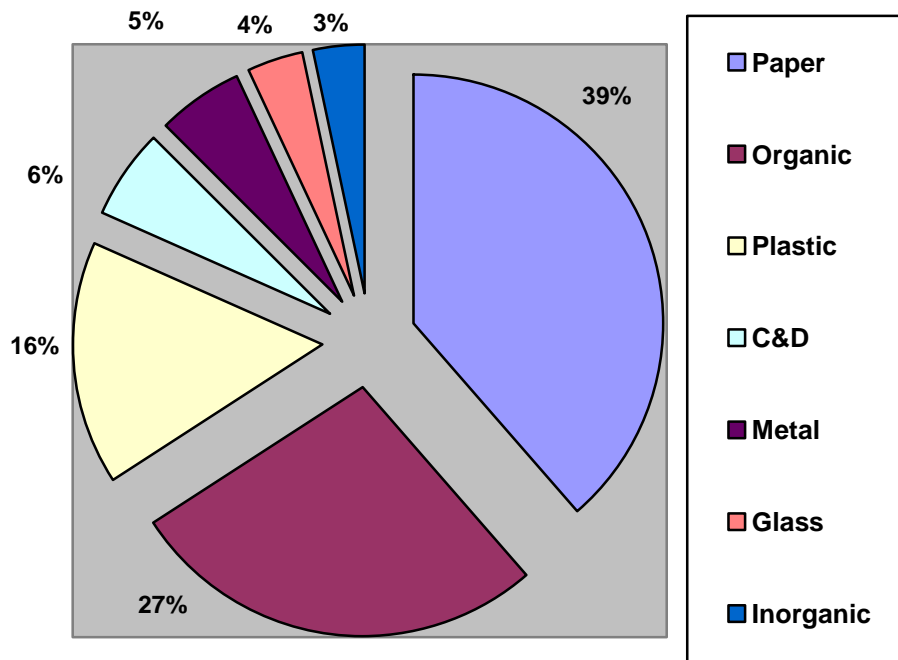


Figure 1.1 Paper Waste Disposed – Georgia 2004

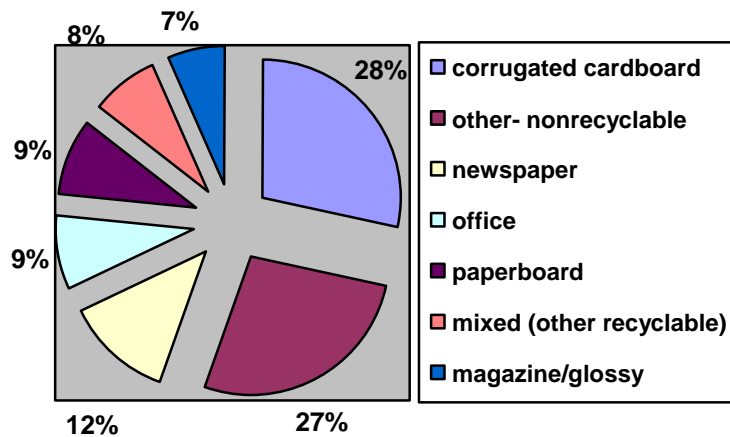


Figure 1.2 Organic Waste Disposed-Georgia 2004

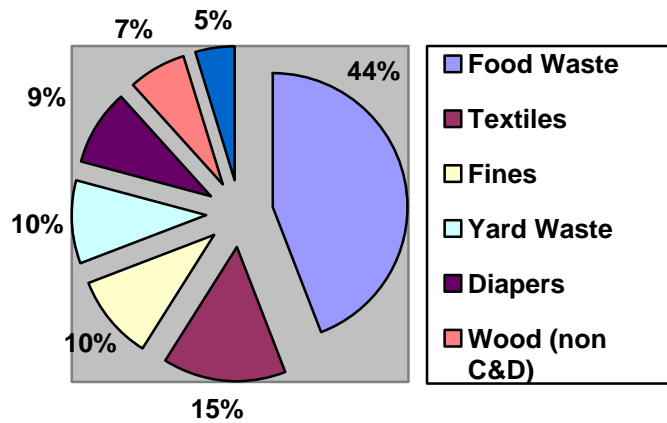


Figure 1.3 Plastic Waste Disposed-Georgia 2004

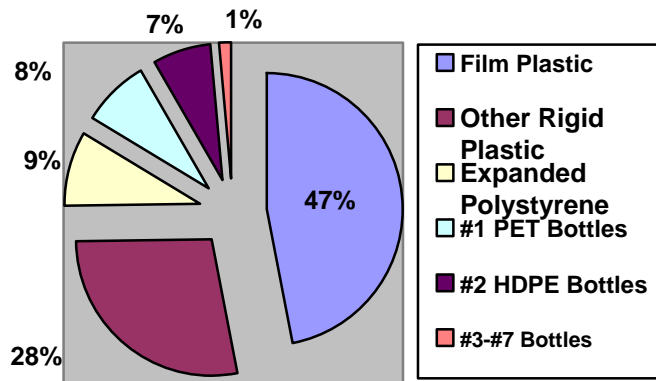


Figure 1.4 C&D Waste Disposed-Georgia 2004

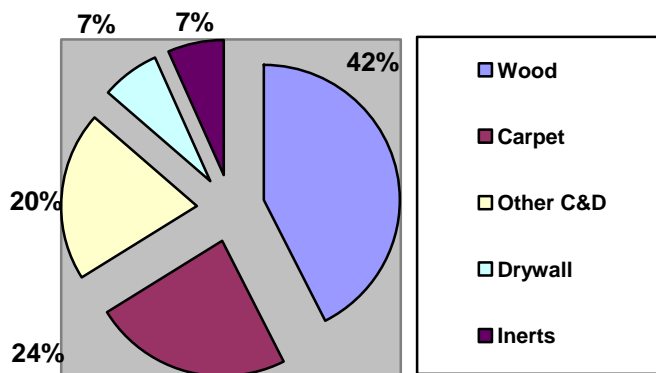


Figure 1.5 Metal Waste Disposed-Georgia 2004

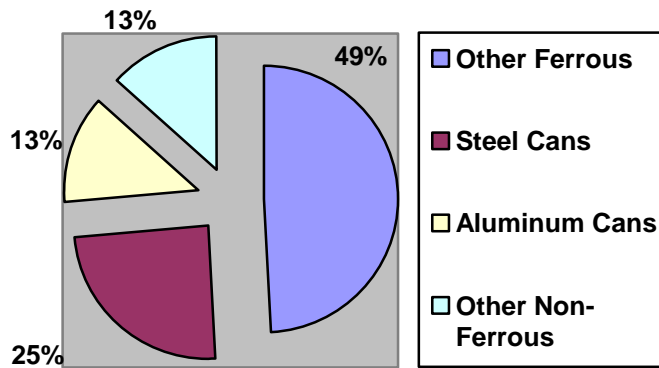


Figure 1.6 Glass Waste Disposed-Georgia 2004

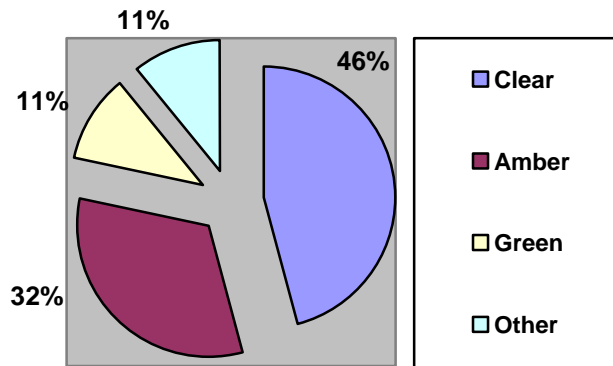
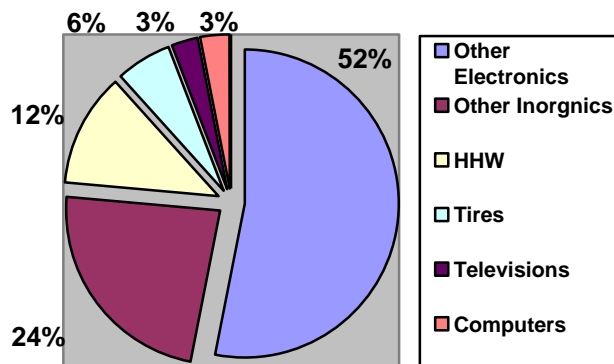


Figure 1.7 Inorganic Waste Disposed-Georgia 2004



According to the survey data presented in Figure 1, paper (39%) and organic wastes (27%) collectively account for two-thirds of the state's waste stream. Closer analysis (Figures 1.1 and 1.2) reveals corrugated cardboard (11%) and food wastes (12%), the largest components of paper and organic wastes, respectively, account collectively for almost one-quarter (23%) of the waste stream.

LOCAL WASTE DATA

Presented in the following table are the community's recent, annual municipal solid waste (MSW) volumes. Census Bureau annual population estimates are used to estimate the per capita waste generation rates. The state's most recent per capita waste generation rate is presented for reference.

Estimated Per Capita Waste Volume*				
Year	Estimated Population ¹	Local Waste Tonnage Annual ²	Local Waste lbs/person/day ³	Georgia MSW lbs/person/day
2008	32,449	40,005	6.75	n/a
2007	32,613	50,621	8.50	n/a
2006	32,523	48,183	8.12	n/a
2005	32,376	50,905	8.61	n/a
2004	32,695	54,952	9.21	6.38 ⁴

* The following text is integral to interpretation of this data.

¹ U.S. Census Bureau

² report from Environmental Protection Division, Georgia Department of Natural Resources

³ based on 365 day year

⁴ Solid Waste Management Plan, State of Georgia adopted May 3, 2006; waste generated in-state

Official reporting data indicate relative consistency in the size of the waste stream during the three-year period 2005-2007; averaging 49,903 tons annually. The high and low volumes during that period varied from the average by +2% and -3.5%. The relatively extreme volumes reported for 2004 and 2008 are dismissed from the projections that follow because, (1) the waste volume for a twelve month period immediately preceding 2004 was significantly lower than the 2004 data, and (2) the low volume reported in 2008 is attributed to a significant downturn in the local economy resulting in plant closures and job loss. Averaging the waste volumes for the period 2005-2007 yields an estimated waste stream of 8.4 lbs. per person per day. However, this rate is not directly comparable to the state rate presented in the preceding table.

The Georgia Solid Waste Management Plan reports that construction and demolition (C&D) materials constitute one-third of total tonnage disposed in landfills throughout Georgia, and 70% of this volume is disposed in C&D landfills, ⁴ not in a lined municipal solid waste landfill as is the case with most of the local C&D waste. ⁵ Consequently, most of Georgia's C&D waste is not included in the 6.38 lbs. per capita attributed to the state in the preceding table. Applying these statewide percentages to the local waste stream (2005-2007 average) yields a C&D waste volume of 16,468 tons, with 11,528 tons

⁴ Table 2-1; 2004 waste data

⁵ Over 99% of the local waste stream is reportedly disposed in the commercial landfill in Taylor County (Ga. EPD); where C&D waste is not separated from MSW. According to reported data, 3,750 tons of C&D waste was disposed in a C&D landfill in 2008

disposed in a C&D landfill. Official data made available by the state regulatory agency indicated 3,750 tons of C&D waste originating in Sumter County was disposed in a C&D landfill in 2008, suggesting that approximately 7,778 tons of C&D waste may be disposed in a MSW landfill. Reducing the local waste stream by this latter volume would presumably make for a more direct comparison between local and state statistics, yielding a local MSW waste stream of 42,125 annual tons. This equates to a local waste generation rate of 7.1 lbs.⁶, almost ¾ lb. higher than the latest available state rate.

Still other adjustments to the data are necessary for a more realistic comparison of local and state waste generation rates. The community is an economic trade center at the sub-regional level, attracting waste generators (workers, commuting college/university students, tourists, etc.) which swell daily human presence above the official population. Sumter nets 1,100 additional “occupants” each work day as the number commuting into the county to work exceed the number of residents who work out-of-county.⁷ Americus is home to a small college and a small university, both of which have a significant student commuter enrollment which are not reflected in the census. The regional hospital attracts patients and visitors from surrounding counties, and three nursing homes attract uncounted numbers of visitors.

The community is the site of the surrounding area’s largest volume retailer; a generator of large volumes of packing materials. Several tourist sites also attract a significant transient population. In addition to almost 400 hotel/motel rooms accommodating short-term guests, several local restaurants cater to tourists, transients and residents of surrounding communities, increasing food packaging and food waste above what would normally occur in a small community. Lake Blackshear makes up part of the county’s eastern boundary, with Georgia Veterans Memorial State Park located on the eastern lakefront. This state park records the highest visitation of any facility in the state’s sixty-three park system.

It is difficult to affix a true waste generation rate to these transient populations, but it is not beyond reason that collectively they contribute approximately one-half pound of MSW per capita to the local waste stream. This further reduction places waste generation at 6.6 lbs per capita, .2 lb. higher than the most recent state rate. Not included in the preceding narrative is the fact that the community appears annually on the state’s list of most economically distressed counties. This is a strong indication residents’ lack the discretionary income which has been proven to result in larger per capita waste generation, and that the generation rate of the resident population is actually lower than the 6.6 lbs. estimated here.

The relatively sparse level of development in the community serves to limit the volume of waste that would be generated by a disaster. The local population density is 48% (68 persons/square mile) of the state level; housing unit density is 50% (28 units/square mile) of statewide housing density.⁸ Development is most heavily concentrated in and adjacent to the City of Americus. In the aggregate, municipal land area accounts for <4% of the community’s total land area; 80-85% of the community’s total land area is in agricultural production or woodland.⁹

⁶ Using the average population for the three-year period 2005-2007 (32,484) and 365 day year

⁷ 2000 Census

⁸ 2000 Census

⁹ Comprehensive Plan

WASTE PROJECTIONS

A straight-line application of the recent (2005-2007) local per capita waste generation rate (6.6 lbs.) is used below to project the resident waste volume. Population estimates 2004-2008 are from U. S. Census Bureau. The annual rate of estimated population loss (61) 2004-2008 is reduced by half 2009-2010. The population is projected to stabilize in 2011. Completion of the new hospital in 2011 and improvements to U. S. 19 are used as the basis to project an annual population increase of 1% thereafter.

Waste Projections 2004 -2019 †							
Year	Population Estimate/ Projection ¹	p/p/d ²	Annual Tonnage ³	Year	Population Estimate/ Projection ¹	p/p/d ²	Annual Tonnage ³
2004	32,695	6.6	39,381*	2012	32,714	6.6	39,404
2005	32,376	6.6	38,997*	2013	33,041	6.6	39,798
2006	32,523	6.6	39,174*	2014	33,371	6.6	40,195
2007	32,613	6.6	39,282*	2015	33,705	6.6	40,598
2008	32,449	6.6	39,085*	2016	34,042	6.6	41,004
2009	32,419	6.6	39,049	2017	34,382	6.6	41,413
2010	32,389	6.6	39,013	2018	34,726	6.6	41,827
2011	32,390	6.6	39,014	2019	35,073	6.6	42,245

† The preceding text is integral to interpretation of data in this table.

¹ U. S. Census estimates; Sumter County Comprehensive Plan 2006-2026

² pounds per person per day; 2005-2007 estimated per capita rate

³ based on 365 day year

* based on estimated annual average generation rate, not on actual volume data reported in preceding table.

" The preceding text is integral to interpretation of data in this table.

WASTE REDUCTION

INVENTORY

In 1995, Sumter County, Americus, De Soto and Leslie entered into a long-term contract with the Solid Waste Management Authority of Crisp County for collection and transport of mixed waste, and comprehensive recycling of materials-of-value at a materials recovery facility (MRF) and disposal of non-recycled waste materials out-of-county. However, the MRF never achieved the projected recycling level, and market prices for materials-of-value removed from the waste stream were not sufficient to maintain recycling activity of the multi-million dollar facility. Consequently, the MRF essentially ceased operations in 2000. Recycling activity did continue on-site, but at a very low volume and it did not include the local waste stream. Nevertheless, the collection and hauling agreement remains in force, including a clause prohibiting local parties (Sumter County, De Soto and Leslie) to the agreement from implementing any waste reduction activities. Hence there are not any publicly sponsored reduction/recycling activities in these three jurisdictions.

Recycling

The City of Americus maintains containers dedicated to separated collection of plastics (#1, #2, #4, #5, #6 and #7), paper (newspaper, office paper, magazines, junk mail, food paper boxes) and metal (aluminum cans and steel cans) at two unmanned sites; one each in the southeast and northwest corners of the city. Collected materials are stockpiled by the city for transport out-of-community by a vendor for recycling.

At this writing a local commercial recycler has been operating in Americus approximately one year. Materials-of-value handled include aluminum/steel cans, aluminum wire, cast aluminum, electric motors, chrome wheels, radiators, sealed refrigeration systems, copper wire, steel, brass, batteries, heater cores, cardboard, magazines and newspaper. Some approximate annual volumes diverted from landfill disposal are; aluminum-75 tons, cardboard-400 tons, and other non-ferrous materials-20 tons. Recyclable materials are transported out-of-community for recycling; non-recycled materials are transported to disposal sites out-of-community.

Habitat for Humanity operates a ±15,000 square feet warehouse facility in Americus from which (primarily) used housing materials, supplies and fixtures are retailed to the general public. No weight or sales volumes information is available.

Georgia Southwestern State University purchases stationery through state contract made from recycled paper. Office paper is shredded and recycled. Spent motor oil and light ballasts are recycled. The school purchased specialty equipment to crush fluorescent light bulbs for recycling.

South Georgia Technical College recycles copy machine and printer toner cartridges, purchases recycled paper for stationery (when cost competitive) and recycles spent motor oil. Student organizations often hold aluminum can recycling drives.

Sumter Regional Hospital recycles batteries in computer and medical equipment, and over the

course of a year tons of confidential paper are shredded, collected by a paper recycler and transported out-of-county for recycling. No weight or volume data is available. The hospital is in the process of implementing the Green Thread program; a recycling initiative within the hospital industry. While some materials (paper) will be separated on site, most waste items will be aggregated for ease of collection, transport out-of-county and separated at a material recovery facility for recycling. A short list of such materials includes cardboard, steel cans and plastics.

There are two large franchise grocery stores in the community, and one major retail variety store with a major grocery department. All three collect, bale and backhaul old corrugated cardboard (OCC) to their respective distribution centers out-of-county for recycling. Smaller franchise and local grocers also collect OCC for sale to recyclers who also process the material out-of-county. No weight volume data is available.

The Americus-Sumter County School System has an aggressive green education program directed through the Environmental Education Manager; a program-dedicated, paid staff position. Students prepare bulletin boards presenting information about the environmental benefits of recycling. Materials collected for recycling during the 2008-2009 school term included glass, plastic, paper, aluminum and toner cartridges; no volume data is available. A program expansion is proposed for the 2009-2010 term, including initiation of a “Going Green” program in Sumter County Primary.

Because of a contract provision in collection agreements cited above and/or their small populations, there are not any public recycling activities in Andersonville (339), De Soto (206), Leslie (437) or Plains (614).

Reduction

The City of Americus purchases recycled office supplies, converts used office paper into note pads and reuses file folders. The city has taken progressive efforts to reduce paper usage; utility software reduces/eliminates paper reports, and funds have been budgeted to purchase lap tops for city council use reviewing/studying agenda, minutes and reports. Municipal sludge is collected by a commercial composter, diverting the material from landfill disposal into mulch. Phoebe-Sumter Medical Center is transitioning from using fewer disposable items to more reusable pieces of medical equipment. Landscaping debris generated on the campus of Georgia Southwestern State University is chipped and used on-site for mulch or ground cover. Excess material is given to the public.

Yard Debris

There is no collection of yard debris in the unincorporated area, De Soto or Leslie. State law and local ordinances require residents who actively manage this material to secure a permit from the Georgia Forestry Commission before burning yard debris on site.

In Americus bagged leaves and small limbs¹⁰ are collected weekly by Advanced Disposal Services. The material is chipped and disposed in the county’s inert landfill.¹¹ No volume records of this waste material are collected.

¹⁰ <12” diameter maximum length 6’; >12” diameter maximum length 2’

¹¹ Georgia Department of Natural Resources, Environmental Protection Division

Yard debris is collected weekly from all sites in Andersonville by city forces. The material is collected loose at curbside, separate from other waste materials, and disposed in the city-owned inert landfill located near the city's western corporate limits.¹²

Plains city forces collect yard debris separate from other waste material at curbside on a call-response basis. A user fee of \$5-\$15 is assessed. This material is held in a dumpster provided by the contracted waste hauler until transported out-of-city for disposal.

Special Management Items

There are not any programs addressing electronics or household hazardous waste at the community level. Lead acid batteries and tires are removed from the waste stream by retailers. Auto parts retailers offer rebates for the cores of car batteries; a private sector incentive which reduces the incidence of improper disposal. The local commercial recycler also receives lead acid automotive batteries. Tire dealers collect a disposal fee from customers to cover costs associated with recycling spent tires. State-permitted haulers collect used tires from local retailers. Phoebe-Sumter Medical Center also recycles batteries used in computers and hospital equipment. White goods and brown goods are collected by the contract haulers.

General Summary of Waste Reduction/Recycling Activities ¹	
Materials/Activity	Entity
batteries	K&K ² , Phoebe-Sumter
cans-aluminum	Americus, Bd. of Ed., K&K, SGTC,
cans-steel	Americus, K&K, Phoebe-Sumter
cardboard	grocery stores, K&K, Phoebe-Sumter,
conversion from disposal to reusable equipment	Phoebe-Sumter
conversion from paper to electronic reports	Americus, Phoebe-Sumter
convert municipal sludge to mulch	Americus
convert yard debris to mulch	Americus, GSW
food paper boxes	Americus
glass	Bd. of Ed.
housing materials/supplies/fixtures	Habitat for Humanity
junk mail	Americus
light ballasts/bulbs	GSW
magazines	Americus, K&K
newspaper	Americus, Bd. of Ed., K&K,
office paper-purchase recycled	Americus, Bd. of Ed., GSW, SGTC,
office paper-shred and recycle	GSW, Phoebe-Sumter
plastics	Bd. of Ed., Phoebe-Sumter,
reusable equipment	Phoebe-Sumter
spent oil	GSW, SGTC
toner cartridges	GSW, SGTC
aluminum wire, cast aluminum, electric motors, chrome wheels, ra-diators, sealed refrigerant systems, copper wire, steel, brass, heater cores	K&K

¹ quantifiable data either by volume or value generally not available

² commercial recycler

¹² 349 Jackson Street

ASSESSMENT

The two most common waste types in the waste stream statewide are paper and organic materials; reportedly accounting collectively for two-thirds of the typical waste stream.¹³ Corrugated cardboard is the largest (28%) recyclable component of paper waste, and food waste is by far the most common (44%) component of organic waste.¹⁴ Cardboard is credited with 11% of the waste stream statewide, and food waste another 12%. Imputing these state averages to the local waste stream, they collectively account for $\pm 23\%$ of the total volume. The community's largest generators of corrugated cardboard have been actively engaged in recycling for several years.

GOAL: Increase the volume of solid waste diverted from the landfill

NEED 1: Increase public awareness of, and participation in, available waste reduction/recycling opportunities

NEED 2: Within parameters of current collection agreements, investigate feasibility of composting institutional food wastes

¹³ Georgia Solid Waste Management Plan 2006, Table 2-6

¹⁴ Georgia Solid Waste Management Plan 2006, Table 2-6

COLLECTION

INVENTORY

Household/Commercial

Sumter County has a contract with the Solid Waste Management Authority of Crisp County¹⁵ for weekly, curbside collection of household waste, brown goods and white goods throughout the unincorporated area. The residential rate is added to owners' property tax bill at the current (2009) annual rate of \$195 per residence. Commercial establishments in the unincorporated area negotiate their own agreements for collection and disposal. Contractors and owners of construction and demolition debris are responsible for proper removal and disposal.

The City of Americus has a contract with Advanced Disposal Services for weekly, curbside collection of household waste. Households pay \$18.64 per month (2009) for the service, which includes collection of brown goods and white goods. Commercial establishments are also serviced through the city's contract; industrial accounts are serviced through separate agreements between the company and a service provider of their choosing. Contractors and owners of construction and demolition debris are responsible for proper removal and disposal.

The City of Andersonville performed collection until 2002 when it contracted with TransWaste Services for weekly, curbside collection of household waste. The \$15.82 monthly user fee includes collection of white goods and brown goods placed at curbside. The contract includes commercial/industrial service, which starts at \$32.30 per month. Contractors and owners of construction and demolition debris are responsible for proper removal and disposal.

The City of De Soto has a contract with the Solid Waste Management Authority of Crisp County¹⁶ for weekly, curbside collection of household waste. The \$16.50 monthly user fee includes collection of white goods and brown goods placed at curbside. The contract includes commercial/industrial service, but with varying rates. Contractors and owners of construction and demolition debris are responsible for proper removal and disposal.

The City of Leslie has a contract with the Solid Waste Management Authority of Crisp County¹⁷ for weekly collection of residential waste, brown goods and white goods. Residents pay \$16.60 for the curbside service. Commercial collection is a separate service negotiated between the business and waste hauler.

The City of Plains contracts with Jones Sanitation¹⁸ for solid waste collection. Households pay \$11.50 a month for weekly, curbside service. Commercial/industrial service is included in the contract with the city. White goods and brown goods are collected at curbside on a call-response basis for an additional \$5-\$15 fee.

Recycling

The City of Americus maintains containers dedicated to separated collection of plastics (#1, #2,

¹⁵ Service is sub-contracted to TransWaste Services

¹⁶ Service is sub-contracted to TransWaste Services

¹⁷ Service is sub-contracted to TransWaste Services

¹⁸ 3428 Ben Williams Road, Preston, Georgia

#4, #5, #6 and #7), paper (newspaper, office paper, magazines, junk mail, food paper boxes) and metal (aluminum cans and steel cans) at two unmanned sites; one each in the southeast and northwest corners of the city. Collected materials are stockpiled by the city for transport out-of-community by a vendor for recycling.

At this writing a local commercial recycler has been operating in Americus approximately one year. Materials-of-value handled include aluminum/steel cans, aluminum wire, cast aluminum, electric motors, chrome wheels, radiators, sealed refrigeration systems, copper wire, steel, brass, batteries, heater cores, cardboard, magazines and newspaper. Some approximate annual volumes diverted from landfill disposal are; alminum-75 tons, cardboard-400 tons, and other non-ferrous materials-20 tons. Recyclable materials are transported out-of-community for recycling; non-recycled materials are transported to disposal sites out-of-community.

Habitat for Humanity operates a ±15,000 square feet warehouse facility in Americus from which (primarily) used housing materials, supplies and fixtures are retailed to the general public. No weight or sales volumes information is available.

Georgia Southwestern State University purchases stationery through state contract made from recycled paper. Office paper is shredded and recycled. Spent motor oil and light ballasts are recycled. The school purchased specialty equipment to crush fluorescent light bulbs for recycling.

South Georgia Technical College recycles copy machine and printer toner cartridges, purchases recycled paper for stationery (when cost competitive) and recycles spent motor oil. Student organizations often hold aluminum can recycling drives.

Sumter Regional Hospital recycles batteries in computer and medical equipment, and over the course of a year tons of confidential paper are shredded, collected by a paper recycler and transported out-of-county for recycling. No weight or volume data is available. The hospital is in the process of implementing the Green Thread program; a recycling initiative within the hospital industry. While some materials (paper) will be separated on site, most waste items will be aggregated for ease of collection, transport out-of-county and separated at a material recovery facility for recycling. A short list of such materials includes cardboard, steel cans and plastics.

There are two large franchise grocery stores in the community, and one major retail variety store with a major grocery department. All three collect, bale and backhaul old corrugated cardboard (OCC) to their respective distribution centers out-of-county for recycling. Smaller franchise and local grocers also collect OCC for sale to recyclers who also process the material out-of-county. No weight volume data is available.

The Americus-Sumter County School System has an aggressive green education program directed through the Environmental Education Manager; a program-dedicated, paid staff position. Students prepare bulleting boards presenting information about the environmental benefits of recycling. Materials collected for recycling during the 2008-2009 school term included glass, plastic, paper, aluminum and toner cartridges; no volume data is available. A program expansion is proposed for the 2009-2010 term, including initiation of a “Going Green”

program in Sumter County Primary.

Because of a contract provision in collection agreements cited above and/or their small populations, there are not any public recycling activities in Andersonville (339), De Soto (206), Leslie (437) or Plains (614).

Yard Debris

There is no collection of yard debris in the unincorporated area, De Soto or Leslie. Residents who actively manage this material typically secure permits from the Georgia Forestry Commission to burn the debris on-site.

In Americus bagged leaves and small limbs (<12" diameter maximum length 6'; >12" diameter maximum length 2') are collected throughout the city (residential, and commercial/industrial as needed) by Advanced Disposal Services. The material is chipped and disposed in the county-owned inert landfill.¹⁹ Municipal forces collect and chip yard debris from city-owned sites for disposal in the county's inert landfill. The city also collects and chips Christmas trees. The chipped material is made available at no cost to the public. No weight volume data is collected for yard debris or Christmas trees collected in the city.

Yard debris is collected from residential, and commercial/industrial sites as needed, in Andersonville by city forces. The material is disposed in the city-owned inert landfill located near the city's western corporate limits.²⁰ There is no user fee for this service.

Plains' city forces collect yard debris on a call-response basis. A \$5-\$15 user fee is assessed. Collected material is stored in a dumpster provided by the contract garbage hauler until transported out-of-city by the contractor for disposal.

Litter and Illegal Dumping

Despite the existence of litter ordinances, littering is a problem throughout much of the community.

Illegal dump sites are not an issue in the incorporated areas, primarily because the smaller geographical areas are easier to patrol. County code enforcement personnel do periodically have to approach property owners about illegal dumping in the unincorporated area. Threats of legal action are typically enough to get the issue resolved. Nevertheless, at any given time there are sites that have to be addressed. This is especially true in the case of tires. Americus also has a few, small problematic scrap tire sites. The community participated in state-funded scrap tire recycling programs of the past, and would utilize the program again if available.

CONTINGENCY STRATEGY

The state regulatory agency has issued permits to approximately forty entities located within approximately fifty/sixty miles of Sumter County to perform some form(s) of solid waste collection. One-half dozen of these will cross county lines to collect municipal solid waste at the

¹⁹ 361 McMath Mill Road, Americus

²⁰ 349 Jackson Street

county level. There are other large-volume waste haulers located beyond the fifty mile radius collecting MSW in some adjoining counties. These and perhaps other appropriately permitted entities providing services on a wider regional or statewide basis would likely be among the first to be contacted for emergency procurement of solid waste collection and hauling services if for any reason any of the current contract haulers should suddenly and unexpectedly not be able to maintain the service.

In the event an emergency situation necessitates procurement of an alternative waste collection service,²¹ any one/combination of the following options (or possibly others appropriate at the time) may be utilized by either or both jurisdictions:

1. implement mutual aid agreements (Sumter) with adjoining counties;
timeframe < seven days
2. employ emergency procurement procedures to secure an interim/permanent waste hauler and re-establish collection service; timeframe < seven days
3. utilize temporary services of the Georgia National Guard resulting from a gubernatorial declaration of emergency to arrange a long term resolution of the need;
timeframe < seven days

In the event there is need to inform the public of emergency changes in collection, any affected jurisdiction will employ any one/combination of local radio or commercial or public television broadcasts, daily newspaper, web page and direct mailings.

ASSESSMENT

The collection program is considered adequate. Although the primary commercial hauler has been present in the community for over a decade, as Americus proved in 2007, alternative waste haulers are available.

There are not any population or economic trends on the horizon which would appear to require changes in the way solid waste is collected in the community. There are not any topographic features to impede waste collection. While yard debris is not collected in the unincorporated area and two of the smaller cities, the absence of this service is not uncommon for rural and sparsely populated jurisdictions.

All jurisdictions should position themselves to be able to immediately secure alternative waste collection and hauling services in the event the current provider is suddenly and unexpectedly prevented from maintaining service. Interrupted collection of brown goods, white goods and yard debris is not as critical as collection of MSW, but the nature of an emergency could be such that the inability to remove these waste items could impede/prevent delivery of essential services.

GOAL 1: Maintain the method of collection most advantageous to the respective constituencies

NEED 1.1: Maintain curbside collection

²¹ Sumter County and Americus has secured a suspense contract for yard debris enforceable upon federal declaration of a local disaster

GOAL 2: Develop emergency procedure(s) where needed for quickly securing alternative waste collection service(s) (municipal and yard debris) if for any reason the method(s) currently in-use cannot be maintained

NEED 2.1: Write and adopt emergency procurement policies where needed

DISPOSAL

INVENTORY

The county ceased receiving municipal solid waste in 1996. Since that time there has not been any MSW disposed in the community. Although there are three commercial waste haulers operating under contract in the community, the overwhelming majority of the community's waste stream is transported to the commercial landfill in Taylor County for disposal.

There are not any thermal treatment, waste-to-energy, refuse-derived fuel, wood waste incinerators, tire-derived fuel, co-firing industrial boiler, tire mono-fill, or other type disposal/processing facilities, publicly- or privately-owned, current or (to local government knowledge) being planned for the community.

Excluding any future services(s) and/or facility(ies) serving exclusively either or both local jurisdictions, and any waste handling facility(ies) a local industry may need for its sole use, no other waste service(s) or waste handling facility(ies) requiring a state permit for siting or operation are warranted in the community for the duration of the current planning period.

CONTINGENCY STRATEGY

According to the state regulatory agency's database, there are five MSW landfills located within a fifty-sixty mile radius of Sumter County with at least ten years disposal capacity remaining. The three facilities which accept waste from out-of-county are identified in the following table. It is believed that in an emergency, arrangements for proper disposal could be arranged within a seven day timeframe on either an interim or permanent basis with either of the Crisp or Houston County sites. (Taylor is the current waste disposal site.) An interim disposal arrangement would give the community additional time to consider more distant facilities, if necessary, for a permanent agreement.

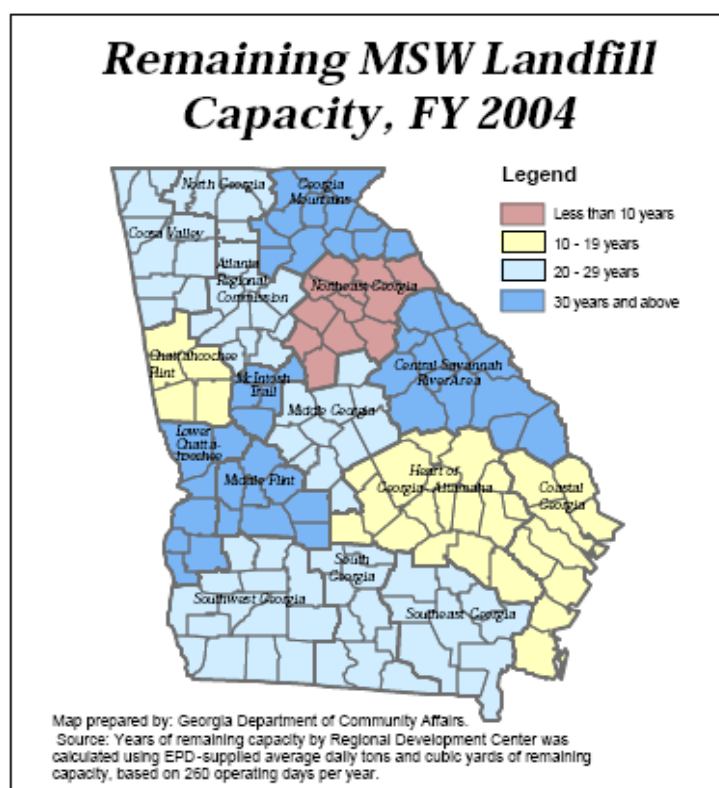
Municipal Solid Waste Landfills* Within 50-60 miles of Sumter County						
County	Permit Number	Facility Name	Facility Type	Dominion	Average Daily Tons	Estimated Years Remaining
Crisp	040-008D(MSW)	Crisp Co-US 41S	MSW	Public	172	96
Houston	076-020D(SL)	Houston Co Klondike	MSW	Public	492	13
Taylor	133-003D(SL)	Veolia Env. Svc. Taylor Co. Landfill	MSW	Commercial	2400	68

* Lined landfills with >10 years capacity remaining and receiving waste generated out-of-county

Source: Georgia Department of Natural Resources, List of 2007 Landfill Remaining Capacity, revised Jan. 2009

The landfill in Houston County is reported to have thirteen years capacity remaining on the current permit, but the county owns two thousand adjoining acres purchased for the specific purpose of landfill expansion. The owner intends to secure the necessary permit(s) for extended service before expiration of the current permit. Another landfill worthy of note but not identified in the above table is the Middle Georgia Regional Solid Waste Management Authority in adjoining Macon County. The Middle Georgia Regional Solid Waste Management Authority owns a MSW and C&D site permit. At this writing, only a transfer station and C&D disposal site are in operation, with MSW passing through the transfer station being transported to a commercial landfill in Bibb County. Whenever tipping fees at other landfills increase to the point that the waste stream captured by the Authority can be deposited on site at less cost, the Authority has stated it will seek permitting authority for MSW cell development on-site.

As the following graphic depicts, Sumter County is in an area of the state where excess MSW disposal capacity is commonplace.



The following table reveals remaining disposal capacities of C&D landfills within a fifty-sixty mile radius of the community. Two sites not included are the Crisp County landfill and a large commercial landfill in Taylor County. The state regulatory agency credits the Crisp site with almost a century of capacity remaining. Crisp currently disposes of C&D material in the lined MSW facility but is pursuing a C&D landfill permit. C&D material is also disposed in the MSW landfill in Taylor County, and as reported in the preceding table, has more than a half-century capacity remaining.

C&D Landfills* Within ±50 miles of Sumter County 2007						
County	Permit Number	Facility Name	Facility Type	Dominion	Average Daily Tons	Estimated Years Remaining
Bibb	011-018D(L)	Swift Creek Landfill	C&D	Commercial	12	64
Houston	076-024D(C&D)	Houston Co Klondike	C&D	Public	173	32
Macon	094-009D(MSW)	Middle GA. Regional	C&D	Public	56	17

* with >10 years capacity remaining

Source: Georgia Department of Natural Resources, List of 2007 Landfill Remaining Capacity, Revised Feb 2008

In the event there is need to inform the public of emergency changes in disposal, the community has access to any combination of regional radio and television broadcasts, daily and weekly newspapers, an internet web site and even direct mailings.

ASSESSMENT

The community is well-positioned for long-term disposal of the local waste stream; well beyond the ten-year solid waste planning horizon. Not only does the current disposal site have long-term capacity, there are attractive alternative disposal facilities in nearby counties.

Two primary disposal needs were identified; development of emergency procurement procedures to expedite selection of alternative disposal sites in the event need were to arise, and identification of potential sites for temporary storage of inert materials resulting from a disaster.

GOAL 1: Maintain the capability to provide for adequate and proper disposal of the local waste stream under both normal and emergency operating conditions

NEED 1.1: Develop and adopt emergency procurement policies

NEED 1.2: Consider identify potential holding sites for temporary storage of inert debris resulting from natural or man-made disaster

Local Inert Landfills ¹			
Permit Number	Owner	Facility Address	City
PBR-129-01II	City of Andersonville	Jackson Street	Andersonville
PBR-129-02II	Mullite Co. of America	Ga Highway 195	Andersonville
PBR-129-03II	Conart.Inc.	Highway 280 East of Cobb	Cobb
PBR-129-04II	Board of Commissioners	McMath Mill Road	Americus
PBR-129-08II	Ray Development Co.	MLK Blvd and McGarrah St.	Americus
PBR-129-09II	Eddie Wallace	Jenkins Road 237	Americus
PBR-129-10II	Roland Peyton Hancock	368 Lakewood Ave.	Americus
PBR-129-11II	Providence Plantation Inc	Po Box 387	Vienna
PBR-129-18II	Dr. Tim Malcolm	306 Huntington Road	Americus
PBR-129-17II	Textron Automotive	100 Brady Road	Americus
PBR-129-16II	Textron Automotive	100 Brady Road	Americus
PBR-129-15II	South Ga Technical Coll.	1583 Southerfield Road	Americus
PBR-129-14II	W. F. Forehand	307 Brady Road	Americus
PBR-129-13II	City of Americus	P.O. Box M	Americus

¹ as they appear on most recently updated (July, 2009) Georgia EPD website, though some of these facilities are known to be inactive/closed.

Local Transfer Stations ¹			
Owner	Permit #	Address	Description
Solid Waste Management Corp.	PBR-129-05TS	302 Brady Road, Americus	non-hazardous industrial wastes
Solid Waste Management Corp.	PBR-129-06TS	300 Sweat Avenue Americus	industrial wastes
Trans Waste Services LLC.	PBR-129-12TS	361 McMath Mill Road, Americus	receives waste normally disposed in landfills for transport to regulated landfills.
K & K Waste	PBR129-19TS	307 Brady Road, Americus	-

¹ as they appear on most recently updated (July, 2009) Georgia EPD website, though some of these facilities are known to be inactive/closed.

EDUCATION AND PUBLIC INVOLVEMENT

INVENTORY

The City of Americus is the only local jurisdiction with an active education and public involvement program. Small populations and/or contract clauses in other local waste hauler agreements limit/prohibit local governments participation in waste reduction activities. An Americus code enforcement officer has been assigned responsibility for preparing, posting (municipal web page) and otherwise distributing information about good environmental stewardship. This includes presenting programs in the schools and to civic organizations about the city's recycling program, and enlisting public participation in Keep America Beautiful-type clean-up events.

ASSESSMENT

Many of the community's largest waste generators are very involved in waste management and have in-house education programs soliciting/requiring participation. The community's largest city (all other municipalities have populations below 225) has a public education and involvement program. The City of Americus reinstituted recycling in 2008 and the public school system is actively involved with public education.

GOAL 1: Increase public awareness and participation of recycling/reduction opportunities available in the community

NEED 1.1: Use public resources to distribute information concerning:
recycling waste material and reduced waste generation
littering, illegal dumping

NEED 1.2: Additional recycling drop-off site(s)

LAND LIMITATIONS

Applicants desiring to locate any solid waste handling facility in the community should refer to the following land limitations (as updated), as well as any additional land limitation restrictions that may apply in the future.

Natural Environmental Limitations

Water Supply Watersheds

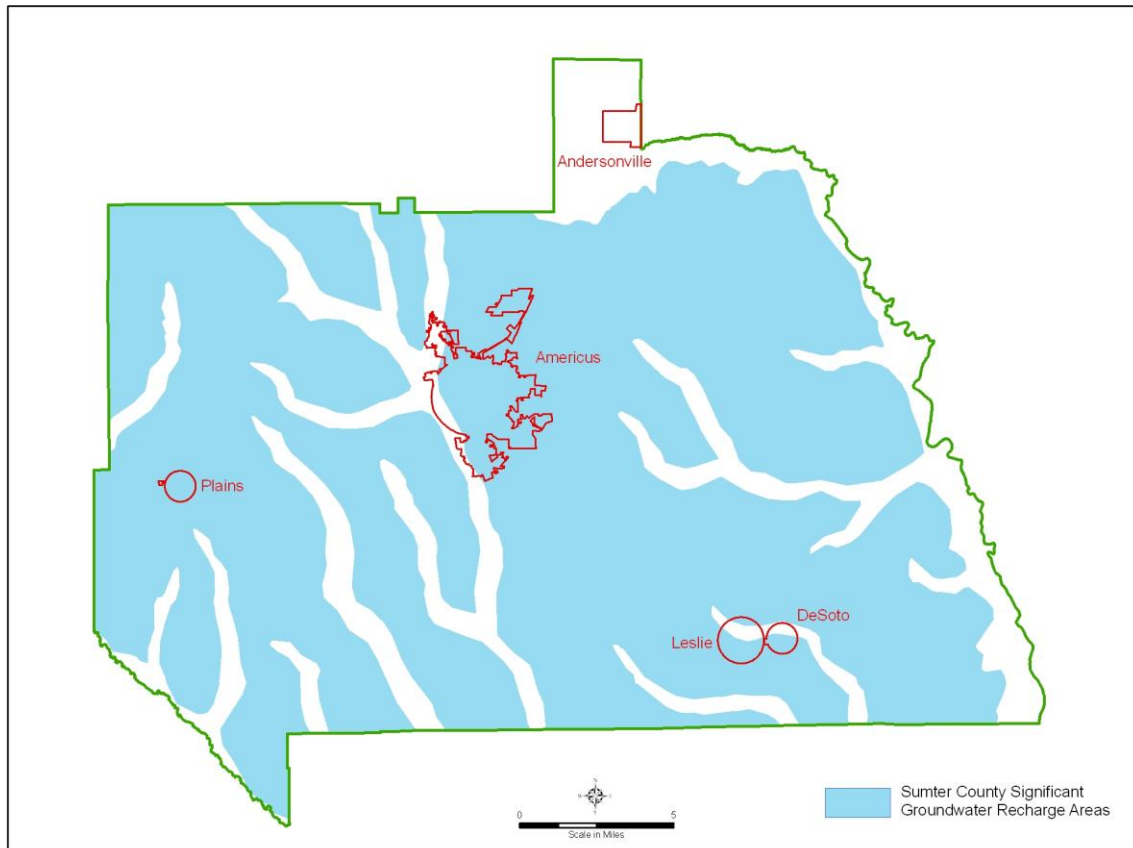
A water supply watershed is the area of land upstream of a government-owned public drinking water intake. Current state regulations use a 100 square mile land area as the threshold between large and small watersheds. The greatest management distinction between them is the different setback requirement for development near streams. There is not a governmentally-owned public drinking water intake (water supply reservoir) in the community. Sumter County is located in the Coastal Plains Geologic Province, within which water supplies are withdrawn almost exclusively from groundwater aquifers. The county is neither located in a water supply watershed, nor is there a water supply watershed located within Sumter County. The applicable state environmental regulation can be found at 391-3-16-.01. (source: local)

Protected Mountains

The Georgia Mountain Protection Act defines protected mountains as land 2,200 feet or more above mean sea level. Located in the Coastal Plains Geologic Province, the highest elevation in Sumter County is approximately 600 feet above mean sea level near the northwest jurisdictional boundary. Consequently, there are not any protected mountains in the community. The applicable state environmental regulation can be found at 391-3-16-.05. (sources: Mountains and River Corridors Protection Act, and 7.5 minute topographic quadrangle map)

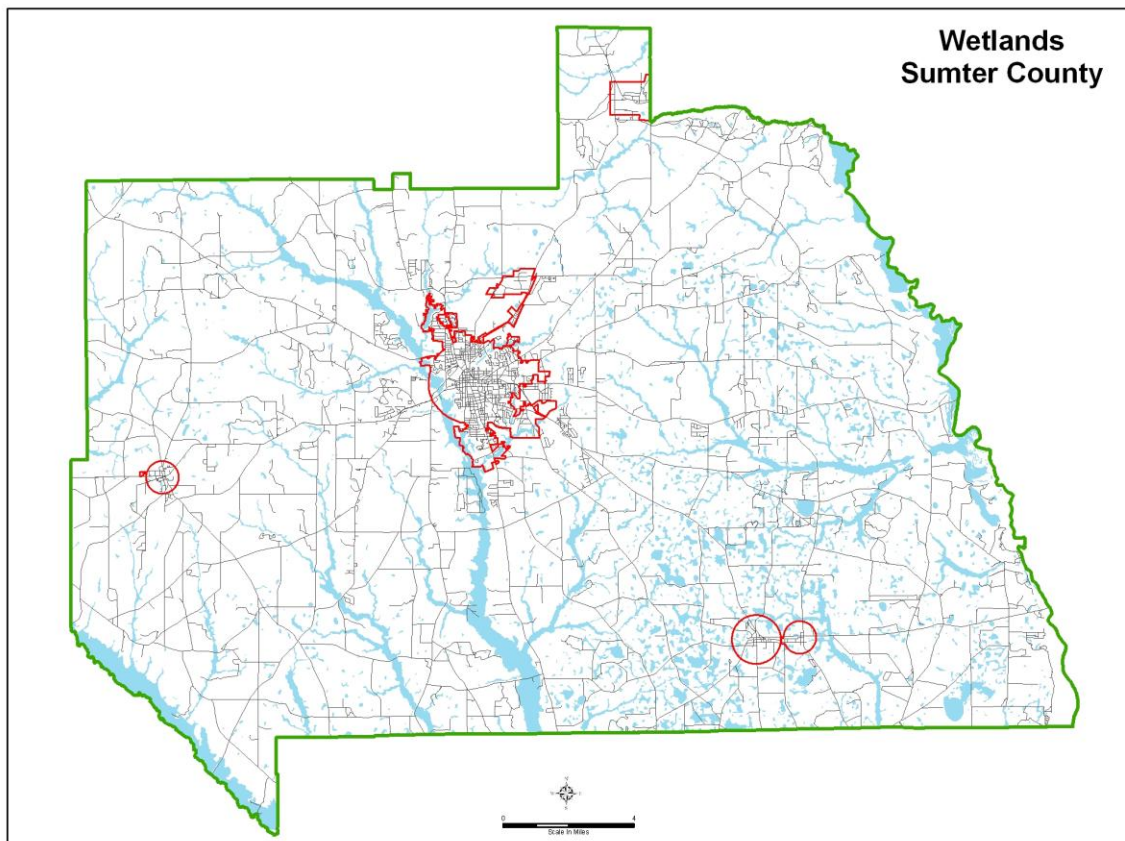
Significant Groundwater Recharge Area

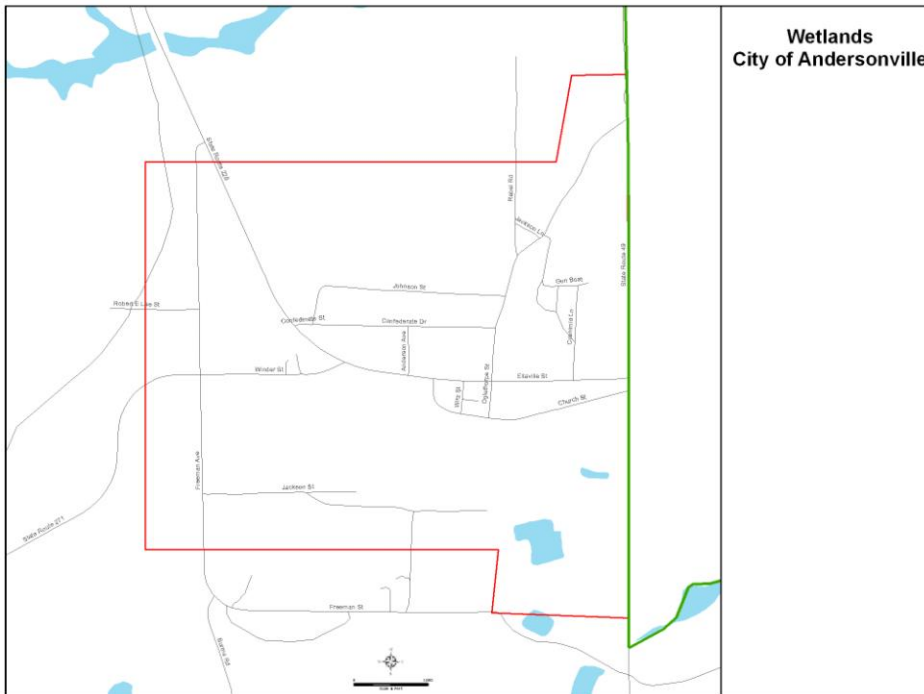
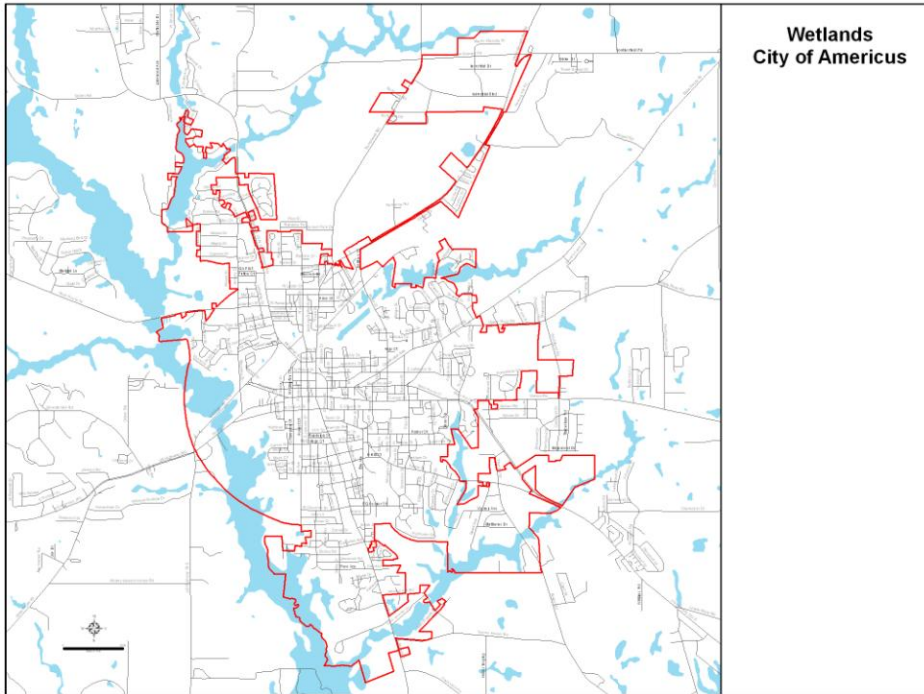
Groundwater recharge is the process by which precipitation, primarily in the form of rain, infiltrates soil and rock to add to the volume of water stored in pores and other openings within them. Aquifers are soils or rocks that will yield water to wells. Recharge areas are among those regions in Georgia likely to have the greatest vulnerability to pollution of groundwater from the surface and near surface activities of man. As the following graphic reveals, approximately 80% of the community overlies a significant groundwater recharge. Areas not so classified are within major stream/creek corridors or in the panhandle. Groundwater recharge area protection ordinances have been adopted by the county (2000), Americus (1999) and Plains (1999). State law applicable at this writing stipulates that permits shall not be issued for municipal solid waste landfills proposed for any site over a significant groundwater recharge area unless such facility is constructed with a synthetic liner and leachate collection system. The applicable state environmental regulation can be found at 391-3-16-.02. (sources: Georgia Geologic Survey-Hydrologic Atlas 18; DNR Rule 391-3-16-.02(3)(a) and local)

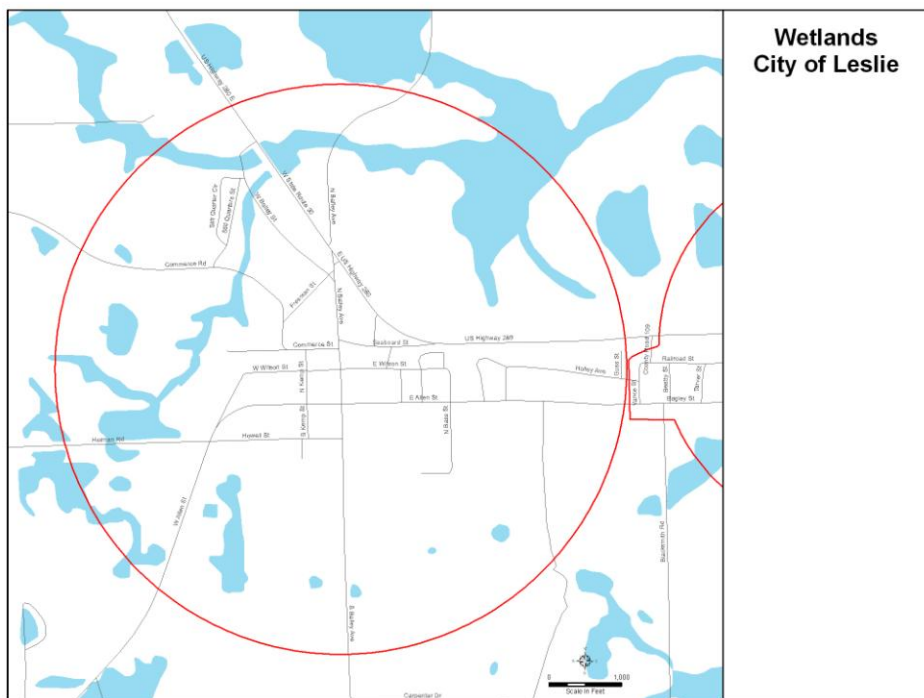


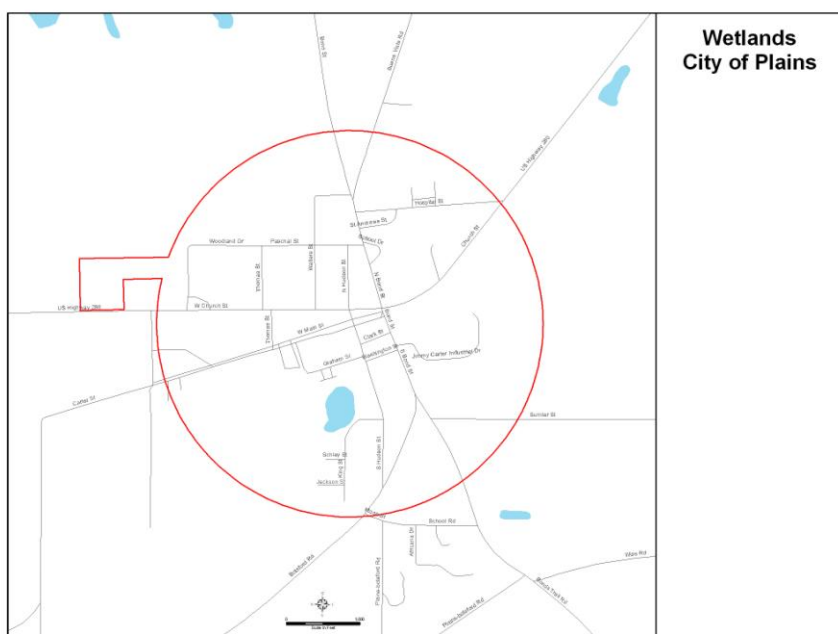
Wetlands

Areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions are located in all quadrants of the community. All local jurisdictions have some wetland acreage (see maps on following pages). Wetlands protection ordinances have been adopted by the county (2000), Americus (1999), and Plains (1999). The applicable state environmental regulation can be found at 391-3-16-.03. (sources: National Wetlands Inventory and local)



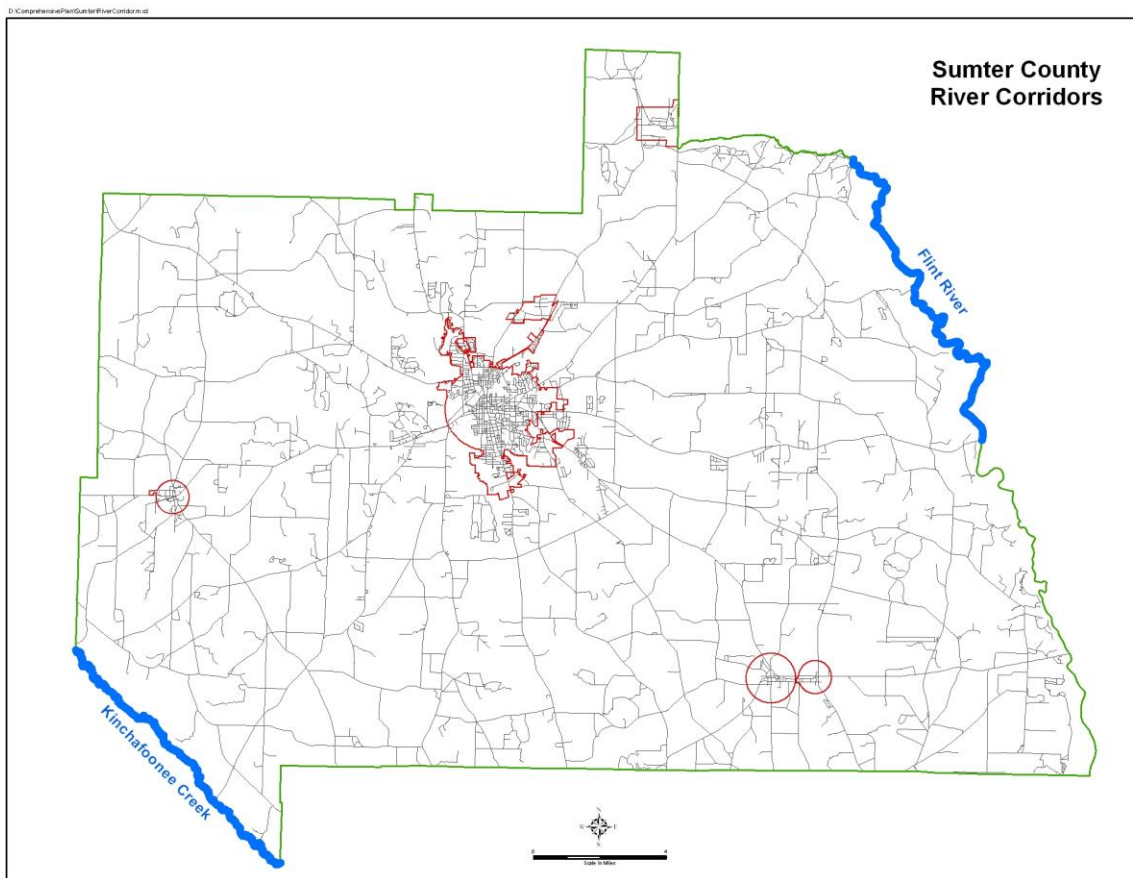






River Corridors

Georgia's River Corridor Protection Act defines a protected river is any perennial watercourse with an average annual flow of at least 400 cubic feet per second. River corridors are all lands within 100 feet horizontally of a protected river as measured from the river banks. The community has a total of approximately twenty-five miles of protected river; a ±fourteen mile segment of the Flint River north of Lake Blackshear on Sumter's northeast boundary, and a ±eleven mile segment of Kinchafoonee Creek on the county's southwest boundary (see following map). These dimensions, twenty-five miles by 100 foot wide corridor on the Sumter County side of the jurisdictional boundary, yield approximately three hundred acres of river corridor. Sumter County adopted a river corridor protection ordinance in December, 2000. The applicable state environmental regulation can be found at 391-3-16-.04. (sources: Mountains and River Corridors Protection Act and local)



CRITERIA LIMITING SITING OF SOLID WASTE FACILITIES

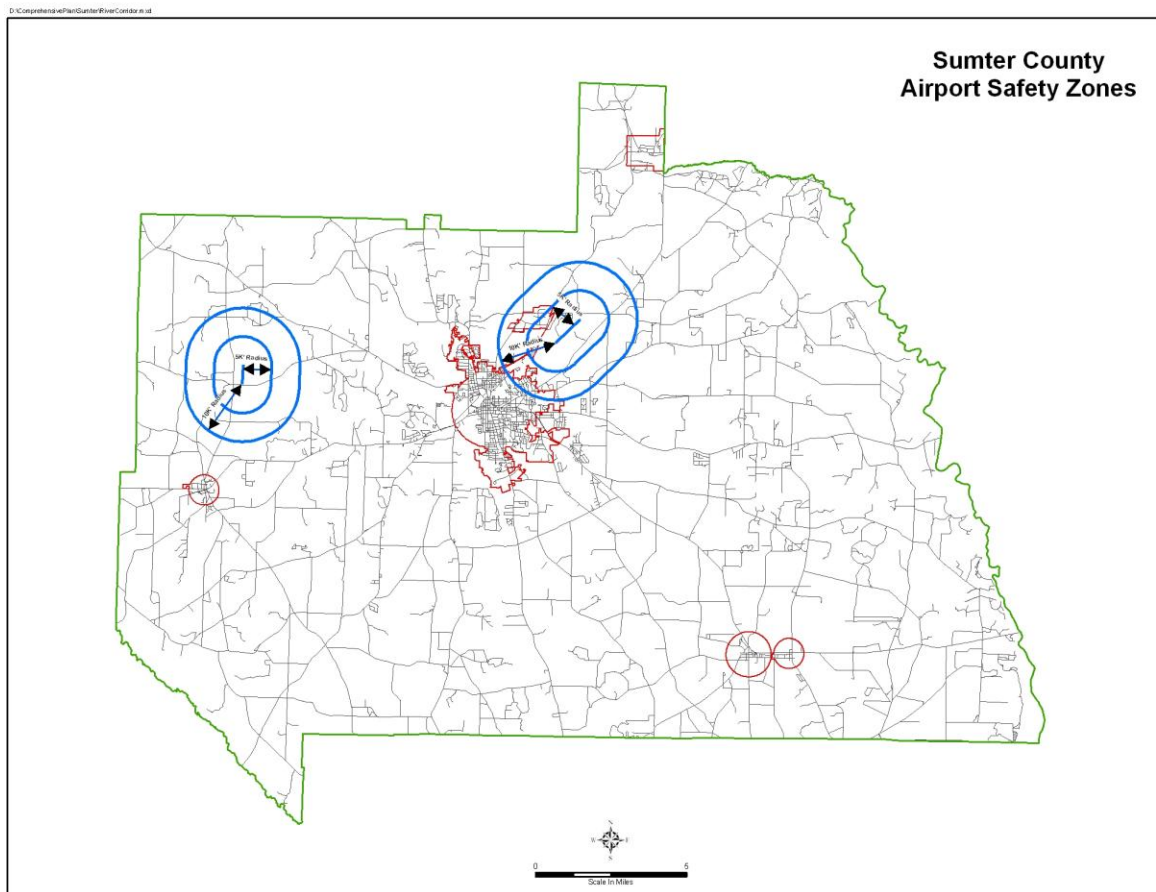
Zoning

All six local jurisdictions have land use plans, and all but De Soto have enacted zoning ordinances. The proposed site of a solid waste handling facility must conform to any and all local land use plans/ordinances and zoning ordinances. Written verification must be submitted to the state regulatory agency by the applicant demonstrating that the proposed site complies with any local zoning and land use ordinances. This verification shall include a letter from the local governmental authority with jurisdiction stating whether the proposed site complies with local zoning and/or land use ordinances. This verification shall be provided at the time of submission of a permit application and reaffirmed by the governmental authority prior to permit issuance. (sources: DNR Rule 391-3-4-05(1)(a); OCGA § 12-8-25(a)(3) and local)

Airport safety

New MSWLF units or lateral expansions of existing units shall not be located within 10,000 feet of any public-use or private-use airport runway end used by turbojet aircraft, or within 5,000 feet of any public-use or private-use airport runway end used by only piston-type

aircraft. Landfill owners or operators proposing to site new MSWLF units and lateral expansions within a five-mile radius of any public-use or private-use airport runway end used by turbojet or piston-type aircraft must notify the affected airport and the Federal Aviation Administration (FAA). There are two “airports” in the community of the size which, under currently applicable state regulations, trigger review for landfill siting/expansion (see following map). Souther Field is a “public-use” airport located on the northern corporate limits of Americus. Surrounding land uses currently consist of an urban-built environment on the south and west, and agriculture and woodland on the north and east. This airport is approximately six linear miles from the only (closed) municipal solid waste landfill in the community. Peterson Field is a “private-use” facility with grass landing strip, located in the community’s northwest quadrant. Surrounding land uses consist of agriculture and forestry. This facility is also approximately six linear miles from the closed county landfill. (source: DNR-EPD 39-3-4-.05(1)(c) and local)

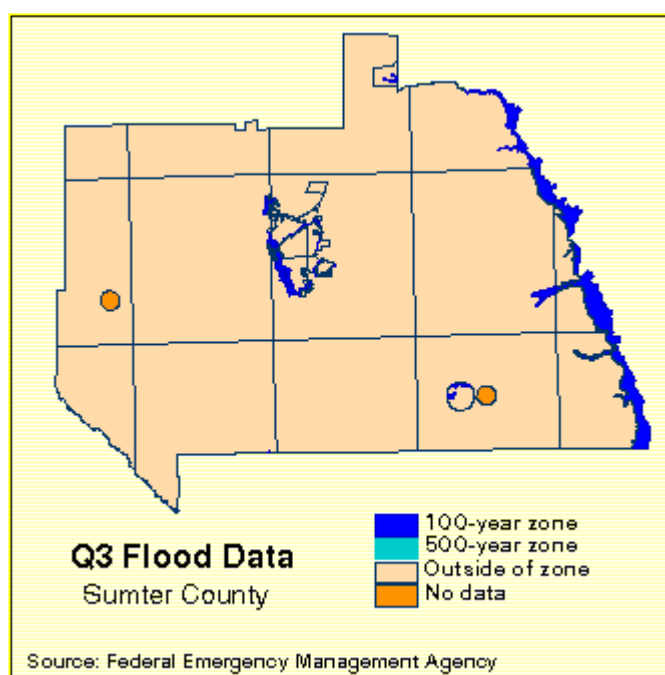


Military Airspace

New MSWLF units shall not be located within two miles of federally restricted military air space which is used for a bombing range. The community is not located within federally restricted military air space or a military operations area. (Georgia Aeronautical Chart)

Floodplains

State regulations applicable at this writing stipulate that any solid waste landfill located in the 100-year floodplain shall not restrict the flow of the 100-year flood, reduce the temporary water storage capacity of the flood plain, or result in a wash-out of solid waste so as to pose a threat to human health or the environment. Lowland and relatively flat areas with a one percent or greater chance of inundation in any given year, or which flood, on average, at least once in 100 years over a significantly long period have been identified in all local jurisdictions except De Soto and Plains (see following map). Flood protection ordinances have been adopted by the county (1996), Americus (1988) and Leslie (1986). Andersonville is the only jurisdiction with this natural resource that does not currently have a protective ordinance which complies with standards for community participation in the National Flood Insurance Program. (source: Federal Emergency Management Agency-National Flood Insurance Program)



Wetlands

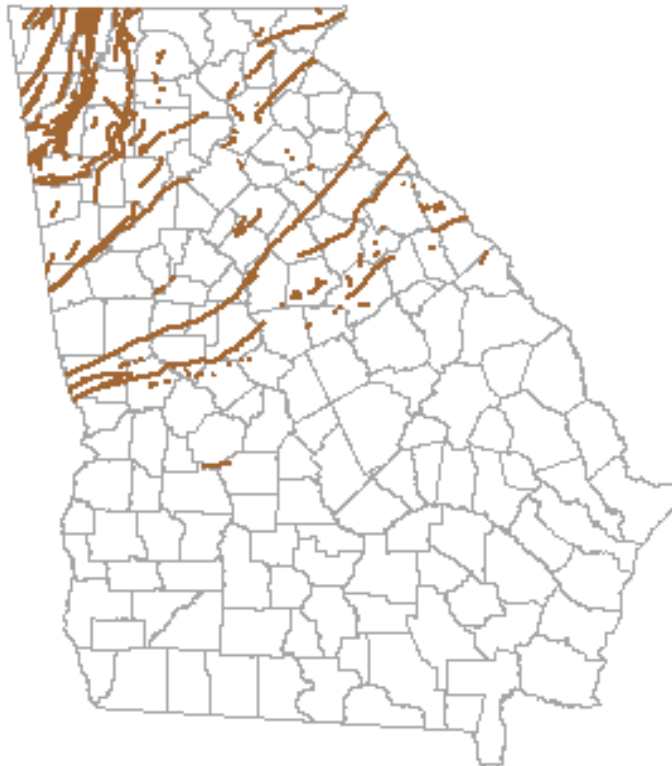
Areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions are located in all quadrants of the community. All local jurisdictions have some wetland acreage (see applicable maps on preceding pages). Wetland protection ordinances have been adopted by the county (2000), Americus (1999) and Plains (1999), but may need update subsequent to planned revisions to state environmental planning criteria.

Fault areas

According to the Georgia Geologic Survey, a fracture of geologic material has occurred along that portion of Sweetwater Creek east of Andersonville which constitutes the jurisdictional

boundary between Sumter and Macon Counties. State solid waste regulations applicable at this writing prohibit siting a new landfill or expansion of an existing landfill within 200 feet of a fault without clear demonstration that a lesser setback will not result in damage to the structural integrity of the landfill facility and will be protective of human health and the environment.

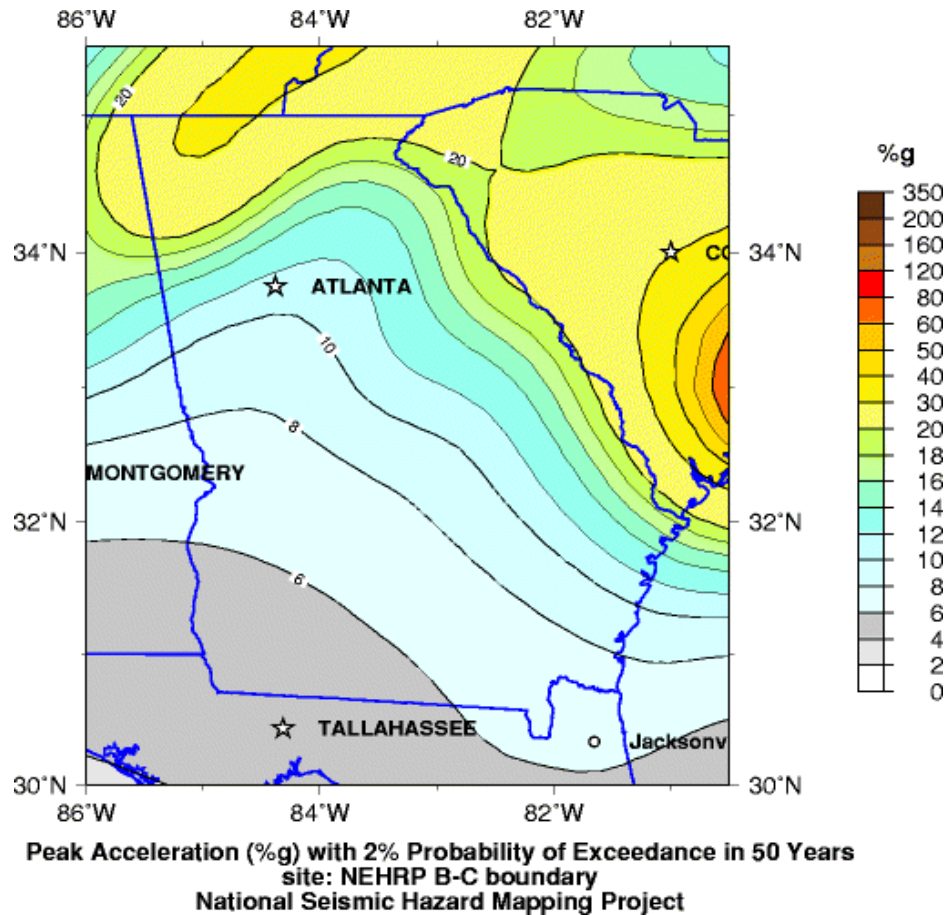
Geologic Faults



Seismic Impact Zones

New landfill units and lateral expansions shall not be located in seismic impact zones, unless the owner or operator demonstrates to the Director of the Georgia Department of Natural Resources that all containment structures, including liners, leachate collection systems, and surface water control systems, are designed to resist the maximum horizontal acceleration in lithified earth material for the site. The owner or operator must place the demonstration in the operating record and notify the director of the state regulatory agency that it has been placed in the operating record. Seismic impact zone means an area with a ten percent or greater probability that the maximum horizontal acceleration in lithified earth material, expressed as a percentage of the earth's gravitational pull, will exceed 0.10g in 250 years. The only graphic available does not confirm the absence of any such resource, but suggests there is no seismic impact zone in the community (see following graphic). To be permitted, the developer of any such facility will have to clearly demonstrate there is not a seismic impact zone in the community.

Seismic Impact Zones



Unstable areas

With possible rare exception, the community is not susceptible to events or forces capable of compromising the integrity of structural components responsible for preventing releases from a landfill. Local features and conditions are generally not conducive or susceptible to downslope transport of soil and rock material, or mass movement (landslide, avalanche, debris slide and flow, soil fluctuation (shrink/swell), block sliding, or rock fall). Karst terrain (sinkholes, sinking streams, caves, large springs, blind valleys) is uncommon. Soil and geologic features throughout the 490 square mile area are considered geologically stable. (source: Georgia Geologic Survey and consulting engineer)

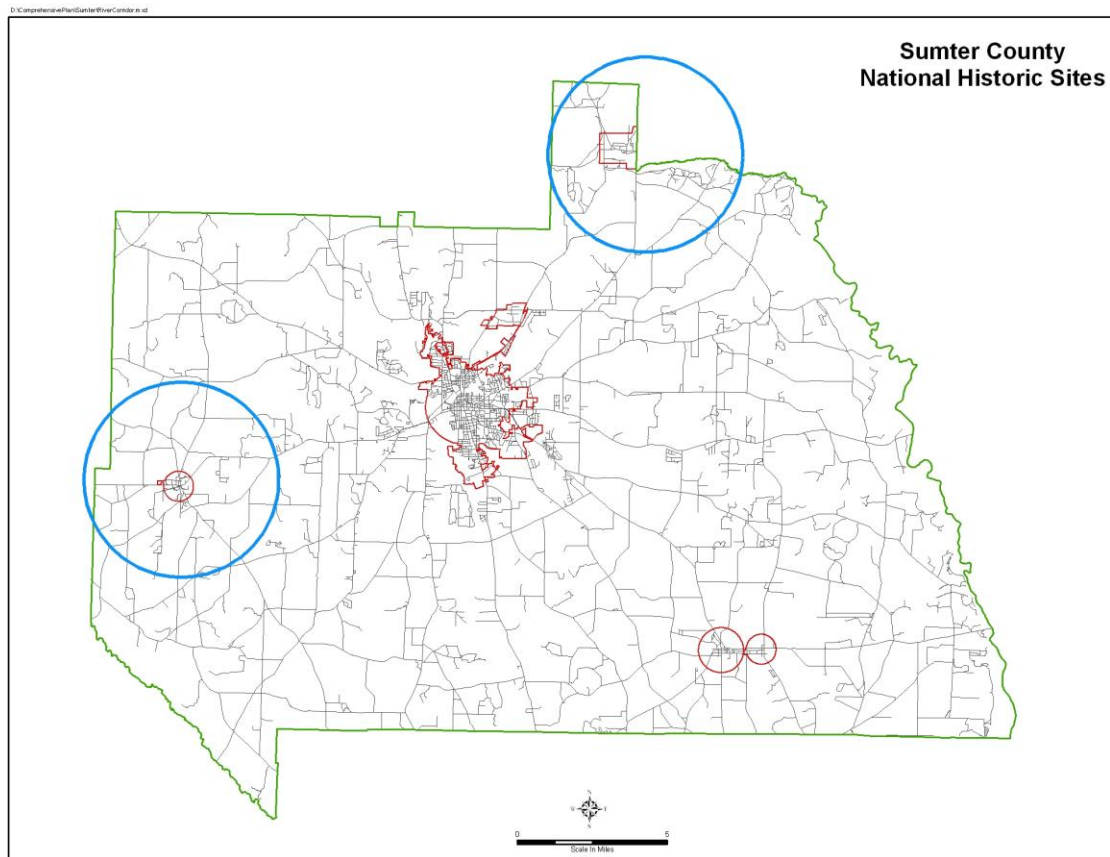
Significant Groundwater Recharge Area

A new municipal solid waste landfill or lateral expansion of an existing municipal solid waste landfill shall not have any part of such site located within two miles of any area that has been designated by the director of the state regulatory authority as a significant groundwater recharge area unless such municipal solid waste landfill will have a liner and leachate collection system.

In the case of a regional landfill which accepts solid waste generated outside the counties or special districts constituting the region, or a municipal solid waste landfill which accepts solid waste generated outside the county in which the landfill is located, no part of such site shall be within any area that has been designated as a significant groundwater recharge area. The vast majority of the community's land area overlies a portion of the state's significant groundwater recharge area (see earlier graphic). Groundwater recharge area protection ordinances adopted by the county (2000), Americus (1999) and Plains (1999) are subject to update pending revision(s) to the state environmental planning criteria. (source: Georgia Geologic Survey, Hydrologic Atlas 18 and local).

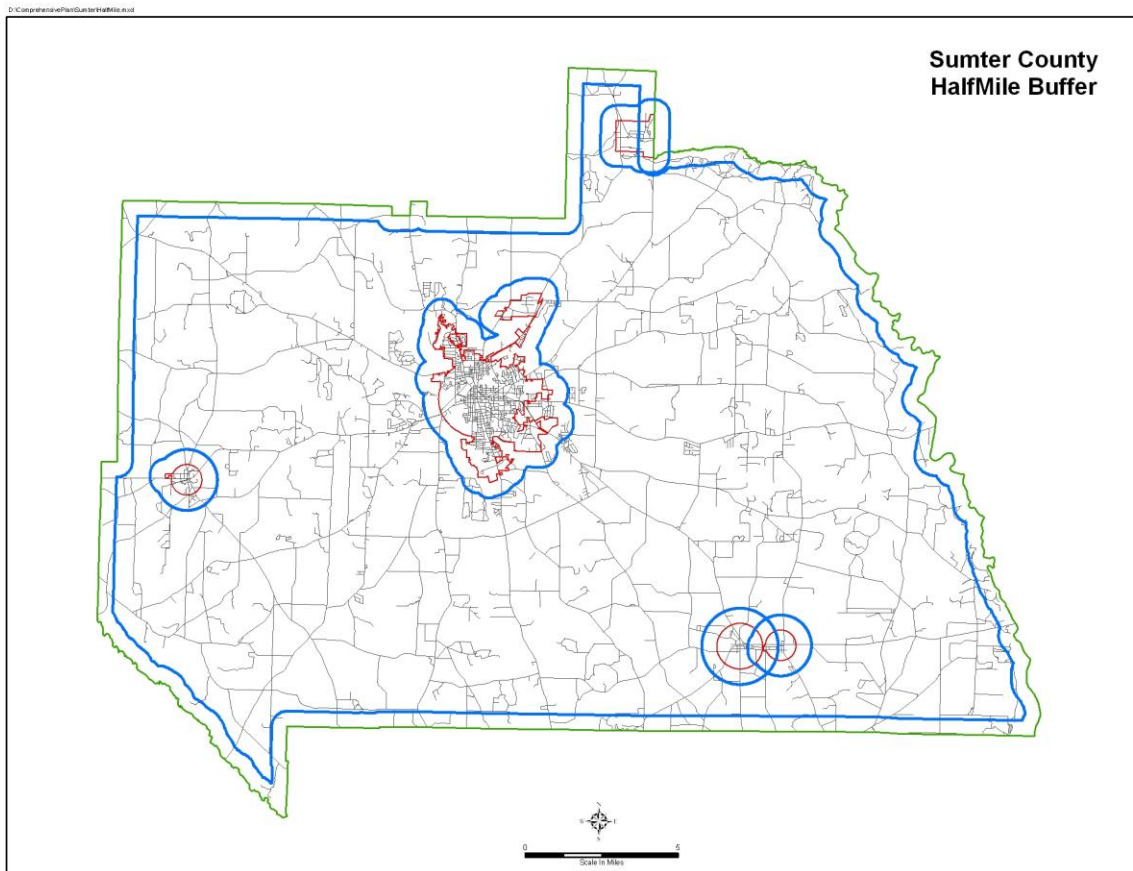
Historic Sites

Current state law generally prohibits issuance of a solid waste disposal facility permit for a site within 5,708 yards of the geographic center of any of the three sites currently designated in Georgia as a National Historic Site. Two of these sites are either in Sumter County (Jimmy Carter National Historic Site in Plains) or abut the community (Andersonville National Historic Site) on the northeast boundary (see following map). (source: OCGA § 12-8-25.1; DNR-Historic Preservation Division)



Jurisdictional boundaries

Current state law generally prohibits issuance of a municipal solid waste disposal facility permit if any part of the landfill site is within one-half mile of the boundary of such city or county adjoining any city or county without the applicant's first receiving the express approval of the governing authority of that adjoining city or county. (source: OCGA § 12-8-25(a)(3))



REQUIRED APPLICANT ACTIONS RELATING TO LANDFILL SITING

Applicants should check with the state regulatory agency and the appropriate local planning jurisdiction to verify procedures for siting solid waste management facilities. At this writing applicable procedures include, but are not necessarily limited to, the following disposal facility siting decisions:

Site Selection Meeting

Any county, municipality, group of counties, or authority beginning a process to select a site for a municipal solid waste disposal facility must first call at least one public meeting to discuss waste management needs of the local government or region and to describe the process of siting facilities to the public. Notice of this meeting shall be published within a newspaper of general circulation serving such county or municipality at least once a week for two weeks immediately preceding the date of such meeting. A regional solid waste management authority created under Part 2 of this article must hold at least one meeting within each jurisdiction participating in such authority, and notice for these meetings must be published within a newspaper of general circulation serving each such jurisdiction at least once a week for two weeks immediately preceding the date of such meeting. Documentation demonstrating compliance with this procedure must be submitted to the state regulatory agency.

Site Decision Meeting

The governing authority of any county or municipality taking action resulting in a publicly or privately owned municipal solid waste disposal facility siting decision shall cause to be published within a newspaper of general circulation serving such county or municipality a notice of the meeting at which such siting decision is to be made at least once a week for two weeks immediately preceding the date of such meeting. Such notice shall state the time, place, and purpose of the meeting, and the meeting shall be conducted by the governing authority taking the action. A siting decision shall include, but is not limited to, such activities as the final selection of property for landfilling and the execution of contracts or agreements pertaining to the location of municipal solid waste disposal facilities within the jurisdiction, but shall not include zoning decisions. Documentation demonstrating compliance with this procedure must be submitted to the state regulatory agency.

Additional Siting Standards

1. Any solid waste handling facility that may in the future be sited in the community must resolve a specific solid waste need of the community.
2. Access and egress of all traffic transporting waste material for subsequent processing, handling and/or disposal to any solid waste facility which may in the future be sited in the community shall be limited to state highway or railway.
3. All points of access and egress to/from any solid waste facility which may in the future be sited in the community shall be at least 350 linear feet, centerline-to-centerline, from any other driveway (point of access or egress) on the same state route.

4. The main entrance road to any solid waste handling facility which may in the future be sited in the community shall be improved and maintained with typical hard-surface pavement or gravel for a distance of no less than one hundred feet from pavement edge of the state highway.
5. The working area (recycling area, chipper, disposal pit, incinerator, etc.) of any waste handling facility which may in the future be sited in the community shall be permanently blocked from horizontal view from any public area or pre-existing development via earthen berm, dense hedge or tree cover, or other appropriate means.

HYDROLOGIC ASSESSMENT

A hydrological site investigation shall be conducted with the following factors, as a minimum, evaluated:

1. Distance to nearest point of public or private drinking water supply: all public water supply wells or surface water intakes within two miles and private (domestic) water supply wells within one-half mile of a landfill must be identified,
2. Depth to the uppermost aquifer: for landfills, the thickness and nature of the unsaturated zone and its ability for natural contamination control must be evaluated,
3. Uppermost aquifer gradient: for landfills, the direction and rate of flow of groundwater shall be determined in order to properly evaluate the potential for contamination at a specific site. Measurements of water levels in site exploratory borings and the preparation of water table maps are required. Borings to water are required to estimate the configuration and gradient of the uppermost aquifer,
4. Topographic setting: features which shall be provided include, but are not limited to, all upstream and downstream drainage areas affecting or affected by the proposed site, floodplains, gullies, karst conditions, wetlands, unstable soils and percent slope,
5. Geologic setting: for landfills, the depth to bedrock, the type of bedrock and the amount of fracturing and jointing in the bedrock shall be determined. In limestone or dolostone regions, karst terrain shall not be used for waste disposal. This consideration does not preclude the siting of landfills in limestone terrains, but rather is intended to prevent landfills from being sited in or adjacent to sink-holes, provided, however, that the demonstration required by section (h) has been made,
6. Hydraulic conductivity: evaluation of landfill sites shall take into consideration the hydraulic conductivity of the surface material in which the wastes are to be buried, as well as the hydraulic conductivity of the subsurface materials underlining the fill,
7. Sorption and attenuation capacity: for landfills, the sorptive characteristics of an earth material and its ability to absorb contaminants shall be determined, and

8. Distance to surface water: municipal solid waste landfills shall not be situated within two miles up gradient of any surface water intake for a public drinking water source unless engineering modifications such as liners and leachate collection systems and groundwater

PLAN CONSISTENCY

The following procedure shall be followed to determine whether any proposed solid waste handling facility or facility expansion is consistent with this solid waste management plan:

The local government taking the review action shall cause to be published within a newspaper of general circulation in the community a notice of the meeting at which plan consistency shall be reviewed at least once a week for two weeks immediately preceding the date of such meeting. Such notice shall state the time, place, and purpose(s) of the meeting, and the meeting shall be conducted by the governing authority taking the action.

At least one publicly advertised public hearing will be convened to:

- Explain the specific nature of the proposal(s)
- Describe the anticipated impact the proposed facility will have on solid waste management facilities
- Explain the anticipated impact the proposed facility will have on adequate collection and disposal capabilities within the community, and
- Explain the effect(s) the facility will have on waste generated within the state.

PERMITS FOR REGIONAL SOLID WASTE DISPOSAL FACILITIES

(a) Prior to submission of an application to the division for a permit for a regional solid waste disposal facility, conflicts as defined in Articles 1 and 2 of Chapter 8 of Title 50 shall follow the mediation procedures developed by the Department of Community Affairs pursuant to Articles 1 and 2 of Chapter 8 of Title 50. Upon the submission of any application to the division for any municipal solid waste disposal facility for which a permit other than a permit by rule is required by the division, the permit applicant shall within 15 days of the date of submission of the application publicize the submission by public notice and in writing as follows:

(1) If the application is for a facility serving no more than one county, the public notice shall be published in a newspaper of general circulation serving the host county, and each local government in the county and the regional development center shall further be notified in writing of the permit application;

(2) If the application is for a facility serving more than one county, the public notice shall be published in a newspaper of general circulation serving each affected county, and each local government within said counties and the regional development center shall be further notified in writing of the permit application; and

(3) The public notice shall be prominently displayed in the courthouse of each notified county.

(b) The division shall review the application and supporting data, make a determination as to the

suitability or unsuitability of the proposed site for the intended purpose, and notify the applicant and the host local government if different from the applicant in writing of its determination.

(c) Upon receipt from the division of notice that the proposed site is suitable for the intended purpose, the applicant shall within 15 days of receipt of such notification publicize the fact by public notice as outlined in paragraphs (1), (2), and (3) of subsection (a) of this Code section. Further, within 45 days of receipt of such notification from the division, the host local government for the proposed site shall as outlined in paragraphs (1), (2), and (3) of subsection (a) of this Code section advertise and hold a public meeting to inform affected residents and landowners in the area of the proposed site and of the opportunity to engage in a facility issues negotiation process.

(d) Following notification of the applicant of the proposed site's suitability, the division may continue to review the applicant's permit application but the director shall not take any action with respect to permit issuance or denial until such time as the local notification and negotiation processes described in this Code section have been exhausted.

(e) The division shall not be a party to the negotiation process described in this Code section, nor shall technical environmental issues which are required by law and rules to be addressed in the permitting process be considered negotiable items by parties to the negotiation process.

(f) Within 30 days following a public meeting held in accordance with subsection (c) of this Code section, a facility issues negotiation process shall be initiated by the host local government upon receipt of a written petition by at least 25 affected persons, at least 20 of whom shall be registered voters of or landowners in the host jurisdiction. Multiple petitions may be consolidated into a single negotiating process. For the purposes of this subsection, the term "affected person" means a registered voter of the host local government or of a county contiguous to such host local government or a landowner within the jurisdiction of the host local government.

(g) Within 15 days following receipt of such written petition, the host local government shall validate the petition to ensure that the petitioners meet the requirements of this Code section.

(h) Within 15 days following the validation of the written petition to negotiate, the host local government shall notify the petitioners by publication as provided in paragraphs (1), (2), and (3) of subsection (a) of this Code section; shall notify the permit applicant if different from the host local government, the division, and the regional development center that the negotiation process is being initiated; and shall set a date for a meeting with the citizens facility issues committee, the host local government, and the permit applicant not later than 30 days following validation of such written petition to negotiate.

(i) The petitioning persons shall select up to ten members, at least eight of whom shall be registered voters or landowners in the host local government, to serve on a citizen's facility issues committee to represent them in the negotiation process. The membership of the citizen's facility issues committee shall be chosen within 15 days following the validation of such written petition pursuant to this Code section.

(j) The negotiation process shall be overseen by a facilitator named by the host local government, after consultation with the citizens' facility issues committee, from a list provided by the Department of Community Affairs. The function of the facilitator shall be to assist the petitioners, the host local government, and the permit applicant, if different from the host local government, through the negotiation process. The cost, if any, of the facilitator shall be borne by the permit applicant.

(k) Beginning with the date of the first negotiation meeting called in accordance with subsection (h) of this Code section, there shall be no fewer than three negotiation meetings within the following 45 day period unless waived by consent of the parties. Such negotiation meetings shall be presided over by the facilitator named in subsection (j) of this Code section and shall be for the purpose of assisting the petitioners, the host local government, and the permit applicant, if different from the host local government, to engage in nonbinding negotiation.

(l) Minutes of each meeting and a record of the negotiation process shall be kept by the host local government.

(m) All issues except those which apply to environmental permit conditions are negotiable. Issues which may be negotiated include:

- (1) Operational issues, such as hours of operation;
- (2) Recycling efforts that may be implemented;
- (3) Protection of property values;
- (4) Traffic routing and road maintenance; and
- (5) Establishment of local advisory committees.

(n) At the end of the 45 day period following the first negotiation meeting, the facilitator shall publish a notice of the results, if any, of the negotiation process in the same manner as provided in paragraphs (1), (2), and (3) of subsection (a) of this Code section and shall include the date, time, and place of a public meeting to be held within ten days after publication at which the input of persons not represented by the citizens facility issues committee may be received.

(o) The negotiated concessions reached by the negotiating parties shall be reduced to writing and executed by the chairman of the citizens facility issues committee and the chief elected official of the host local government and shall be adopted by resolution of the host local government.

(p) If the negotiating parties fail to reach consensus on any issue or issues, the permit applicant may nonetheless proceed to seek a permit from the division. The facilitator shall notify the division in writing that the negotiating parties have failed to reach consensus.

(q) If the negotiating parties reach consensus on negotiated issues, the permit applicant may proceed to seek a permit from the division. The facilitator shall notify the division in writing that the negotiating parties have reached consensus.

(r) Negotiated concessions shall not be construed as environmental permit conditions.

(s) Upon receipt of a written notification from the facilitator that the parties to negotiation have

reached consensus or have failed to reach consensus on negotiated issues, and upon written notification from the permit applicant that he wishes to pursue permitting of the solid waste disposal facility for which an application has been filed, the director shall proceed to process the permit in accordance with Code Section 12-8-24.

NEEDS AND GOALS

Based on the preceding inventory, community land limitation needs and goals are as follows:

From review of available mapping it is not clear whether De Soto or Leslie overlie a significant groundwater recharge area. This determination should be made and a groundwater recharge area protection ordinance which complies with state environmental planning criteria should be developed and adopted by either/both jurisdiction/s, as applicable. This should be performed as soon as possible after state revisions to the environmental planning criteria are completed.

Andersonville, De Soto and Leslie should develop and adopt wetlands protection ordinances which comply with state environmental planning criteria. This should be performed as soon as possible after state revisions to the environmental planning criteria are completed.

**GREATER SUMTER COUNTY SOLID WASTE PLAN
IMPLEMENTATION STRATEGY
AMERICUS – ANDERSONVILLE – DE SOTO – LESLIE - PLAINS**

Plan Element And Activity	Fiscal Year																Responsible Party	Estimated Cost	Funding Source
	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19			
Amount of Waste																			
Monitor waste volumes	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	chief administrative officers	staff time	user fees
Collection																			
Maintain residential curbside collection: Sumter Americus Andersonville De Soto Leslie Plains	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	elected bodies	±\$1M/yr ±\$2M/yr \$K/yr ±\$15K/yr ±\$35K/yr ±\$60K/yr	user fees
Maintain service-sustaining user fees	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	elected bodies	“	user fees
Equipment replacement: Sumter Andersonville: backhoe dump truck De Soto Leslie Plains: backhoe dump truck											X		X				chief administrative officers	- \$110K \$90K - - \$110K \$90K	- Local/SPLOST Local/SPLOST - - Local/SPLOST Local/SPLOST
Investigate feasibility of yard debris collection											X						Leslie City Council	±\$150K	Local/SPLOST
Develop/adopt emergency procurement policy as needed							X										elected bodies	staff time	general fund

Disposal																		
Continue contracting with waste hauler to transport local waste stream for out-of-county disposal			X	X	X	X	X	X	X	X	X	X	X				elected bodies	user fees
Maintain inert landfill			X	X	X	X	X	X	X	X	X	X	X				Board of Comm. Andersonville	negligible local
Develop/adopt emergency procurement policy, as needed							X										Board of Comm. City Council	staff time local
Investigate possible temporary storage (holding sites for debris from disaster)											X	X					Board of Comm.	staff time local
Continue landfill closure process			X	X	X	X	X	X	X	X	X	X	X				Board of Comm.	\$50K-100K/yr local
Waste Reduction																		
Continue reduction/recycling practices, enhance/expand where possible (increase # of drop-off sites)			X	X	X	X	X	X	X	X	X	X	X				Americus City Council	staff time local
Open additional recycling drop-off site(s)							X										Americus City Council	\$1K local
Post or link information on web page concerning drop-off site(s) in Americus			X	X	X	X	X	X	X	X	X	X	X				Board of Comm. City of Americus	staff time local
Participate in any state-sponsored scrap tire collection/recycling programs			X	X	X	X	X	X	X	X	X	X	X				Sumter and Americus code enforcement	Program Regulations user fees
Investigate feasibility of composting institutional food waste									X	X							Board of Comm. City Council	staff time local
Public Education and Involvement																		
Maintain solid waste recycling information on web page						X	X	X	X	X	X	X	X	X	X		Americus	Staff Time Local

Expand green programs in local schools						X	X	X									BOE through Environmental Education Mgr.	Staff Time	local/grant(s)
Continue participation in Keep Georgia Beautiful sponsored events (Rivers Alive, Great America Clean Up, America Recycles Day, Bring One for the Chipper, et al.)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Americus Code enforcement	Staff Time	local
Publish Solid Waste Full Cost Report annually	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Chief Administrative Officers	\$50/year	Local
Land Limitation																			
Monitor development activity through permit issuance	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	all elected bodies	staff time	Local
Revise (adopt) Groundwater Recharge Area Protection ordinance pursuant to pending revisions to state environmental planning criteria							X										Sumter, Americus, Plains (Andersonville, De Soto, Leslie)	±\$250 each	local
Revise (adopt) Wetlands Protection ordinance pursuant to pending revisions to state environmental planning criteria							X										Sumter, Americus, Plains (Andersonville, De Soto, Leslie)	±\$250 each	local
Revise (adopt) Flood Damage Prevention Ordinance and floodplain map in response to updated federal floodplain mapping							X										Sumter, Americus Leslie, Plains (Andersonville, De Soto, Leslie)	±\$250 each	local

Revise River Corridor Protection ordinance pursuant to pending revisions to state environmental planning criteria							X										Board of Comm.	staff time	local
Implementation and Financing																			
Report solid waste management costs through submission of annual Full Cost Report	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Chief Administrative Officers	staff Time	local
Maintain service-sustaining user fees	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	all elected bodies	staff Time	user fees

**SUMTER COUNTY SOLID WASTE MANAGEMENT PLAN
REPORT OF ACCOMPLISHMENTS
2004-06/2006**

Action	Jurisdiction	Accomplishments
Amount of Waste: To characterize solid waste generated in Sumter County and to build a sound information base upon which management decisions can be made and progress toward state and local goals can be determined.		
1. Monitor waste quantities and sources; provide annual solid waste management and full cost reports to state.	City - County	completed
Collection: To ensure the efficient and effective collection of solid waste and recyclable and compostable materials within the City and County for the next ten years.		
1. Maintain curbside collection of mixed solid waste (recyclables/non-recyclables). Maintain user fees to pay for cost of collection service.	City - County	completed
Waste Reduction: To achieve a 25 percent per capita reduction by 1996 in the amount of solid waste received at disposal facilities and to sustain waste reduction programs for the next ten years and beyond.		
1. Assess waste reduction activities with Solid Waste Plan Update in 2006	City	25 percent reduction not applicable
2. Continue operation of inert landfill.	City	completed
Disposal: To ensure that disposal facilities in Sumter County meet regulatory requires and can continue to support effective solid waste handling programs over the next ten years.		
1. Maintain waste disposal contract with Crisp County SWA.	City - County	completed
Public Education and Involvement: To ensure that residents and businesses in Sumter County understand the issues, needs, and goals of the solid waste management system.		
1. Reassess with Solid Waste Plan Update in 2006.	City - County	Update proposes enhanced public efforts

Land Limitation: To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.		
1. Maintain contract for disposal out-of-county.	City - County	completed
Implementation and Financing: To achieve a balanced and affordable solid waste management plan implementation strategy, while also meeting the goals and requirements of state law.		
1. Review and update, as necessary, methods of financing solid waste management systems.	City - County	Reviewed and retained method of financing
2. Report solid waste management costs through the Full Cost Accounting Process.	City - County	completed
3. Monitor applicable post-closure requirements.	County	completed
4. Update Solid Waste Management Plan.	City - County	attached

Attachment A
Collection Capacity Assurance Agreements
Sumter County, Andersonville, De Soto and Leslie have with
Solid Waste Management Authority of Crisp County
(subcontracted to TransWaste Services)

MEMORANDUM

TO: Honorable Brent Williams, Chairman, Sumter County Board of Commissioners
Honorable Marvin Baugh, Mayor, City of Andersonville
Honorable Dennis Billings, Mayor, City of De Soto
Honorable George Bagley, Mayor, City of Leslie

FROM: Don Collins, Government Contracts Manager

RE: Waste Collection Capacity

DATE: July 27, 2009

Dear Sirs:

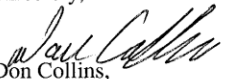
TransWaste was founded in 1994. Operating from ten locations in the state, we collect household waste from thousands of residential and commercial/industrial accounts in north and south Georgia.

Collection in your jurisdiction is performed under state-issued collection permit PBR-047-33COL. Your waste stream flows through the transfer station on McMath Mill Road prior to being transported to the commercial landfill in Taylor County for disposal.

We have been collecting solid waste in your community for over a decade (Andersonville-7 years) and maintain the resources necessary to continue meeting your solid waste collection needs beyond your ten year planning timeline.

Please do not hesitate to call if you have any questions or if I can be of any further assistance.

Sincerely,


Don Collins,
Government Contracts Manager



Attachment A
Collection Capacity Assurance
City of Americus Agreement with Advanced Disposal Services



MEMORANDUM

TO: Honorable Barry Blount, Mayor
FROM: Don Christopher, General Manager, Macon - South Ga.
RE: Solid Waste Collection Capacity
DATE: July 28, 2009

Dear Mayor:

Advanced Disposal is a full-service environmental services company. We have 550 trucks running routes daily providing collection, transfer and disposal operations to more than 485,000 residential customers and 25,000 commercial customers in four southeastern states.

Collection in Americus is performed under state-issued collection permit PBR-058-334COL. Your waste stream flows through the transfer station on McMath Mill Road prior to being transported to the commercial landfill in Taylor County for disposal.

Despite our relatively recent relationship with the City of Americus, ADS has years of experience managing numerous solid waste services, and has the corporate experience and capacity to continue meeting your solid waste collection needs beyond your ten year planning timeline.

Please do not hesitate to call if you have any questions or if I can be of any further assistance.

Sincerely,



Don Christopher,
General Manager
Macon - South Ga.

4291 Interstate Drive • Macon, GA 31210
tel (478) 405-5000 fax (478) 408-5001

Attachment A
Collection Capacity Assurance
City of Plains agreement with Jones Sanitation

Jones Sanitation

MEMORANDUM

TO: Honorable L. E. Godwin, III, Mayor, City of Plains
FROM: Chris Jones, Jones Sanitation
RE: Waste Collection Capacity
DATE: May 26, 2009

Jones Sanitation is a family-owned solid waste collection and hauling service operating under state-issued permit number PBR-152-04COL. We are transporting Plains' waste stream out-of-county through the company-owned transfer station prior to disposal in the commercial landfill in Taylor County.

We are thankful to the city for allowing us to provide this service for more than a decade, and submit this letter to assure you Jones Sanitation is equipped to maintain, and looks forward to providing, the service beyond your current ten-year planning period.

Please do not hesitate to call if you have any questions.



3428 Ben Williams Road, Preston, Georgia 31024
229-828-7576

Attachment B
Disposal Capacity Assurance
Veolia Environmental Services as disposal site of local waste stream



Taylor County Landfill
208 Southern States Road
Mauk, Georgia 31058
478.862-2610

Honorable Brent Williams
Chairman, Sumter County
Board of Commissioners
P. O. Box 295
Americus, GA. 31709

Honorable Barry Blount
Mayor, City of Americus
101 W. Lamar Street
Americus, GA. 31709

Honorable Marvin Baugh
Mayor, City of Andersonville
P. O. Box 35
Andersonville, GA. 31711

Honorable Dennis Billings
Mayor, City of De Soto
P. O. Box 145
De Soto, GA. 31743

Honorable George Bagley, IV
Mayor, City of Leslie
P. O. Box 278
Leslie, GA. 31764

Honorable L. E. Godwin, III
Mayor, City of Plains
P. O. Box 190
Plains, GA. 31780

July 27, 2009

Honorable Mr. Chairman and Mayors:

This letter serves as disposal capacity assurance for solid waste generated by all incorporated and unincorporated jurisdictions of Sumter County through 2019.

The Taylor County Landfill has been receiving your separate waste streams for several years, and we have the capacity to continue disposing of your annual aggregated tonnage (all local jurisdictions) of approximately 45,000 tons. The most recent (April, 2009) Georgia EPD survey credited the Taylor County Landfill with 68 years capacity remaining. This landfill operates under permit number 133-003SL.

Although our contract is with your waste haulers rather than you directly, we nevertheless appreciate having the privilege of being of service to your communities, and look forward to providing you with environmentally sound waste disposal options for the foreseeable future.

Sincerely,

A handwritten signature in cursive script that reads "Rhonda Poston".

Rhonda Poston
Taylor County Landfill

Attachment C
Sumter County Collection Agreement with
Solid Waste Management Authority of Crisp County
(subcontracted to TransWaste Services)

revised April 18, 1995

WASTE SERVICE AGREEMENT

1995
Sumter
THIS AGREEMENT is made and entered into this 24th day of April, 1994, by and between the SOLID WASTE MANAGEMENT AUTHORITY OF CRISP COUNTY, a public body corporate and politic of the State of Georgia (the "Authority"), and SUMTER COUNTY, a political subdivision of the State of Georgia acting through its Board of Commissioners (the "Participant").

WITNESSETH

WHEREAS, the Authority plans to construct and operate a permitted municipal solid waste processing facility and landfill constructed and operated in accordance with 40 C.F.R. Part 258 ("Subtitle D"), in Crisp County, Georgia (the "Waste Processing Facility"); and

WHEREAS, the Participant desires to have the Authority collect, deliver, transport, treatment, and/or disposal all of the household waste produced within the jurisdiction of the Participant; and

WHEREAS, the Participant has, prior to the execution of this Agreement, been performing the refuse collection and/or disposal services which the Authority is agreeing to perform pursuant to this Agreement. The Participant has been performing those services as one of its governmental functions and services to its citizens, and not primarily as a business enterprise or source of revenue; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes any county or municipality to contract with any public authority for the provision of facilities or services which the contracting parties are authorized by law to provide; and

WHEREAS, the Participant desires to enter into this Agreement with the Authority for the use of the facilities and services of the Authority;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Participant agree as follows:

1. Term. Performance under the terms of this Agreement shall commence upon the completion of the construction of the Waste Processing Facility and the receipt by the Authority of all permits necessary to process Waste Material at said facility or January 1, 1997, whichever shall first occur, and shall end on the twenty-fifth anniversary of the date of commencement. This

Agreement may be extended for an additional term of twenty years upon the mutual consent of the parties hereto, provided that the term of the contract, together with all extensions may not exceed fifty (50) years. Prior to the date of commencement, in the event and to the extent the Participant is unable to dispose of its Waste Material within the county in which Participant is located, the Authority will accept delivery of Waste Material pursuant to this Agreement.

2. Waste Material. This Agreement applies only to municipal solid waste ("MSW") and non-municipal solid waste ("non-MSW"), which Federal and Georgia laws, rules and regulation: permit to be placed in a Subtitle D landfill without additional processing or special handling (the "Waste Material"). The Participant warrants and represents that the Waste Material to be transported and disposed by the Authority shall not contain any hazardous, toxic or radioactive substances as defined under applicable federal, state and local laws and regulations. Any Waste Material received at the Waste Processing Facility which is determined by Authority to be non-conforming shall, at the Participant's option, either (i) be promptly reloaded, removed and returned to the Participant, or (ii) disposed by the Authority. All costs incurred by the Authority with respect to such non-conforming waste material (including, but not limited to, any fines or penalties assessed therefor) shall be promptly paid by the Participant.

3. Services To Be Provided. See attached Exhibit "A", which is incorporated herein by this reference.

4. Fees. See attached Exhibit "B", which is incorporated herein by this reference.

5. Termination. The Authority may terminate this agreement if the Participant fails to comply with paragraphs 2 or 4 hereof, or if the Authority is unable to secure sufficient financing to construct the facility.

6. Permits. If any permit or approval held by the Participant or the Authority and necessary for performance of services hereunder is canceled or modified (or threatened with cancellation or modification) in a manner to effect said party's ability to perform hereunder, the affected party shall promptly notify the other party in writing of such cancellation or modification.

7. Additional Warranties.

(a) The Authority warrants to the Participant that:

(i) it shall perform all services in a safe, efficient and lawful manner with qualified workers;

(ii) it will comply with all of the requirements of federal, state, and local laws, regulations, and ordinances applicable to the services to be performed;

(iii) it has or will obtain all permits or other approvals required for the transportation, processing and disposal of Waste Material that is the subject of this Agreement;

(iv) with respect to the waste delivered to the Authority, all federal and state rules and regulations for percentage reduction of waste to be placed in landfills will be met or exceeded, and, where documents are required to be prepared by the Participant and retained by the Participant, the Authority will provide true and accurate information;

(v) if a material change occurs to the Authority's permits and/or approvals which materially affects the Authority's ability to perform under this Agreement, the Authority shall promptly notify the Participant of the Authority's inability to perform such services; and

(vi) it will provide the Participant with reasonable advance notice if any such permit, license, certificate or approval is to expire, or becomes the subject of judicial or administrative action seeking revocation or suspension. Such notice shall also be provided if the Authority decides not to seek any necessary permit, license, certificate or approval which becomes required.

(b) the Participant warrants to the Authority that:

(i) it has title to the Waste Material being tendered hereunder and the same was generated in Participant's jurisdiction, except to the extent the Authority has given Participant written permission to tender Waste Material generated from beyond Participant's jurisdiction;

(ii) it will provide the documentation referenced herein;

(iii) the Waste Material is that as set forth in Paragraph 2 hereof; and

(iv) it will neither implement nor encourage (or expand, if existing) on-site separation of non-hazardous conforming materials from Waste Material unless such materials are delivered to the Authority.

10. Indemnifications.

(a) The Authority agrees to indemnify and hold the Participant harmless from and against any and all liabilities,

damages, fines, claims, penalties, forfeitures, costs, claims and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which are caused by or arise from any negligent act or omission or any willful act or omission or any breach of contract by the Authority, its agents, employees or subcontractors in the performance of this Agreement; and

(b) the Participant agrees to indemnify and hold the Authority harmless from and against any and all damages, fines, liabilities, claims, penalties, forfeitures, costs, claims and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees) which are caused by or arise from any negligent act or omission or any willful act or omission or any breach of contract by the Participant or its subcontractors in the performance of this Agreement.

11. Independent Contractor. At all times during the term of this Agreement, the Authority shall be considered an independent contractor and as such, it agrees to be fully responsible for any and all acts and omission of its employees, agents, and subcontractors in the performance of the services involved hereunder.

12. Excuse of Performance.

a. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, strikes, fire, flood, windstorm, explosion, riot, war, sabotage, court injunction or order, loss of permits, governmental action or any other cause or causes beyond the reasonable control of the party affected. In the event of the occurrence of a *force majeure* event, the affected party shall promptly notify the other party of such occurrence and of the anticipated extent of the delay. Each of the parties hereto shall be diligent in attempting to remove such cause or causes.

b. The Authority shall be excused from performance hereunder if the Authority is unable to secure firm twenty-five year contracts from local governments in Georgia other than the City of Cordele or Crisp County for a minimum of 31,200 tons per month, if the Georgia EPD fails to issue a permit for construction of the facility, if the Authority is unable to validate the bond issue to finance the construction of the facility, or if the Authority is otherwise unable to secure financing to construct the Waste Processing Facility.

13. Assignment. The Participant hereby acknowledges and agrees that the Authority may assign and pledge this Agreement and any monies due or to become due hereunder to secure debt incurred by the Authority to finance the acquisition,

construction, maintenance and repair of the Waste Processing Facility, and that, upon such assignment, the obligations of the parties hereto shall become irrevocable and non-cancelable. Participant further agrees to provide such financial information as may be reasonably required by party or parties to which this contract may be assigned. The Authority may employ one or more independent contractors to fulfill its obligations under this Agreement, but neither party shall otherwise assign this Agreement or any monies due or to become due to it hereunder without prior written consent of both parties.

14. Exclusivity. This Agreement is to be construed as granting the Authority the exclusive right to transport, process and dispose of the Participant's Waste Material which is estimated to be not less than Eight Hundred (800) tons per month.

15. Notices. Any written notice(s) required to be given by the terms of this Agreement shall be delivered by hand or be mailed, postage paid, to the following addresses:

To the Participant: Barbara S. McCarty, Administrator
P. O. Box 295
Americus, GA 31709-0295

With a copy to: George R. Ellis, Jr.
P. O. Box 488
Americus, GA 31709-0488

To the Authority: Solid Waste Management Authority
of Crisp County
Room 210, Crisp County Courthouse
Cordele, Georgia 31015

With a copy to: Guy D. Pfeiffer
P. O. Box 584
Cordele, Georgia 31015-0584
and
Guy V. Roberts, Jr.
P. O. Box 487
Cordele, Georgia 31015-0487

16. Headings. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

17. Entire Agreement. This Agreement, including Exhibits, constitutes the entire Agreement, between the Authority and the Participant with respect to the service specified, and all previous representatives relative thereto, either written or oral, are hereby annulled and superseded. No modifications shall be binding on the Authority or the Participant unless it shall be

in writing and signed by the authorized representative of both parties.

18. Confidentiality. The Authority and the Participant shall treat as confidential property and not disclose to others during or for two years subsequent to the term of this Agreement, except as is necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information (including any technical information, experience or data) regarding either party's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of the parties, their officers or their employees in the performance of this Agreement, without in each instance securing the prior written consent of the other party.

The Authority shall also treat as confidential and shall not disclose to others, except as required by law, information relating to the composition of the Waste Material.

Nothing above, however, shall prevent either the Authority or the Participant from disclosing to others or using in any manner information which either party can show:

(a) has been published and has become part of the public domain other than by acts, omissions or fault of the Authority or the Participant or their employees;

(b) has been furnished or made known to the Authority or the Participant by third parties (other than those acting directly or indirectly for or on behalf of the Authority or the Participant) as a matter of legal right without restrictions on its disclosure;

(c) was in either party's possession prior to the disclosure thereof by the Participant of the Authority to each other; or

(d) disclosure is required by law or injunction.

19. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the Authority and the Participant have each caused this Agreement to be executed by its duly authorized representatives on the day and year set forth.

SOLID WASTE MANAGEMENT
AUTHORITY OF CRISP COUNTY

By: _____

Chairperson

(SEAL)

Attest: _____

Secretary

BOARD OF COMMISSIONERS
OF SUMTER COUNTY

By: _____

Chairperson

(SEAL)

Attest: _____

Clerk

revised April 18, 1995

EXHIBIT "A"

Residential Collection, Hauling and Disposal Services

Participant does hereby grant to the Authority the sole and exclusive right, within the jurisdictional limit of the Participant, to provide refuse collection for each Residential Unit, such collection, hauling and disposal services to be as specified herein, including all of the work called for and described herein; except for those items and services to be provided by the Participant, the Authority shall furnish all personnel, labor, equipment, trucks and all other items necessary to accomplish the same; performance under this paragraph being subject to the following terms and conditions:

a. Definitions.

BAGS — Plastic sacks designed for Refuse with sufficient wall strength to maintain physical integrity when lifted by top with no support beneath; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 pounds.

BROWN GOODS — Bulky waste such as sofas, chairs, mattresses and the like.

BULKY WASTE — A large appliance, piece of furniture or waste material from a residential source other than Construction Debris or Hazardous Waste, with a weight or volume greater than that allowed for Containers.

CONSTRUCTION DEBRIS — Waste building materials result from construction, remodeling, repair or demolition operations.

CONTAINERS — A receptacle (not including Front-Loading Containers) made of plastic, metal, or fiberglass with a capacity not to exceed 100 gallons, a loaded weight of not more than 75 pounds, a tight fitting lid, and handles of adequate strength for lifting.

DISPOSAL SITE — A refuse depository for the proceeding or disposal of Refuse, including, but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

FRONT-LOADING CONTAINERS — A metal receptacle that can be mechanically lifted into the Authority's collection vehicles for disposal of the Refuse contained therein.

GARBAGE — Putrescible animal or vegetable wastes

1 of 6

EXHIBIT "A"
Residential Collection, Hauling and Disposal Services

resulting from the handling, preparation, cooking, serving or consumption of food and including food containers.

HAZARDOUS WASTE — Waste designated as hazardous by the United States Environmental Protection Agency or appropriate state agency.

REFUSE — Discarded waste materials in a solid or semi-liquid state, consisting of Garbage, Rubbish or a combination thereof.

RESIDENTIAL UNIT — A single-family dwelling or occupied living space located within the Service Area. Each single-family unit of an apartment building, condominium, mobile home park, or other multi-family living space located within the service area shall be considered to be a Residential Unit for the purposes of this Agreement. This term shall not include single-family units of apartment buildings, condominiums or mobile home parks which are presently provided waste collection services by contracts with entities other than the Participant.

RUBBISH — Non-putrescible solid wastes consisting of combustible and non-combustible materials.

SERVICE AREA — The geographic area consisting of the unincorporated areas of the Participant.

WHITE GOODS — Bulky Waste such as refrigerators, freezers, washers, dryers, and other large appliances.

b. **Waste Excluded.** The Agreement does not require or contemplate the collection, hauling or disposal of Bulky Waste, Yard Trash, Construction Debris, or Hazardous Waste, except as specifically set forth herein, and does not include waste from any business, store, industry or any other non-residential place, and, if Authority contracts with said commercial establishments, Participant shall not be liable for payment of said contracts.

c. **Exclusive Franchise.** The Participant, as grantor, grants the Authority, as grantee, the exclusive right and franchise during the term of this Agreement to collect and dispose of all residential Garbage and Rubbish located within the Service Area. The Participant warrants that it has the authority to grant such an exclusive right as described in this Agreement. The Participant covenants that, during the term of this Agreement, it will not engage other individuals or itself become involved in the activity of collecting and disposing of residential Refuse or any other similar activity that would

EXHIBIT "A"
Residential Collection, Hauling and Disposal Services

impair the exclusive right of the Authority, except as provided herein.

d. **Services Provided To The Participant.** The Authority shall provide curbside collection service for the collection of Refuse from all Residential Units located within the unincorporated areas of the Participant one (1) time per week. It is the resident's responsibility to see that containers are placed curbside or as close as practicable to the collection vehicle routes by 7:00 a.m. on the designated collection day. Curbside refers to that portion of the right of way adjacent to paved or traveled roadways (including alleys).

i. The Authority may decline to collect: any Container not properly placed; any Container not defined in the Definitions; any Containers that contain sharp objects or liquids; or any Refuse not properly contained. Where the Authority has reason to leave solid waste uncollected at a Residential Unit, the Authority or its agents shall inform the resident within two (2) days by written notice, mailing, or telephone as to why the solid was not collected, i.e., non-residential solid waste, Hazardous Waste, unapproved Containers, improper placement, etc.

ii. The Authority shall also provide collection service for disabled persons who are in fact unable by reason of age or infirmity to place their Containers at curbside. Disabled persons will be determined by the Participant, exercising reasonable good faith judgment, the Authority will be so notified of such disabled persons, and any resident of the City who has a certification from a licensed physician that such persons is disabled will be exempt from placing their refuse curbside. The Authority agrees to collect waste of such disabled persons in any mutually convenient place on the premises of such disabled persons, except the Authority will not be required to go into houses or other dwellings.

iii. The Authority shall deliver the Refuse collected at the Residential Units to the Waste Processing Facility. The Authority will provide sufficient long-haul waste transfer trailers and power units to transport such Refuse. All equipment (trucks and trailers) will be clean and in sound operating condition at all times. Trailers will be designed so as to transport approximately twenty (20) tons of MSW using moderate compaction. When transporting Refuse, all trailers should be sealed and covered to prevent littering and comply with all local, state and federal laws, rules and regulations relating to the removal and transportation of solid waste.

EXHIBIT "A"
Residential Collection, Hauling and Disposal Services

iv. Apartments, Condominiums and Trailer Parks. At the option of the Participant, the Authority will, in lieu of placing containers for each residential unit of an apartment, condominium, or trailer park covered by this agreement, provide dumpsters in sufficient quantity in a central location. Each Residential Unit shall be charged the Basic Service Rate notwithstanding the election of this option.

e. Hours of Collection. Normal hours of Residential Collection are to be from 7:00 a.m. on days mutually agreed upon by the Participant and Authority which, when agreed upon, shall result in residents receiving service on the same day of each week thereafter, with the possible exceptions of holidays or other such extenuating circumstances. Said days and routes of residential and commercial service to be prepared in a schedule by the Authority shall constitute the hours and days of collection. Exceptions may be made only when the Authority has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual agreement of the Participant and the Authority.

f. Routes and Schedule of Collections. Not later than seven (7) days prior to commencing service, the Authority to furnish for the Participant's approval the initial schedules and maps of all routes to be used in serving the Participant. Any changes in routes and/or schedules will also be subject to the Participant's approval which will not be unreasonably withheld. However, in order to enable the Authority to do so, the Participant is to provide the Authority with maps and names and mailing addresses of the residents and businesses who are to be served hereunder.

g. Missed Collections. In the event that a regularly scheduled collection is missed and a complaint received by either the Participant or the Authority, and where no fault can be found on the generator's part, a special collection of the refuse will be required of the Authority within forty-eight (48) hours. The Participant shall notify the Authority of any complaints they received within two (2) hours. The Authority will at all times during the term of the Agreement provide a telephone number which City residents may call which is not a long distance charge to the caller.

h. White Goods. A collection area will be provided at the Transfer Station where White Goods may be accumulated. As required, the Authority will arrange for a White Goods disposal contractor to set up at the site to crush and remove the White Goods.

EXHIBIT "A"
Residential Collection, Hauling and Disposal Services

i. Tires. A container for tire collection will also be provided at the Transfer Station. Those disposing of tires will be charged a tire disposal fee as follows: \$3.00 per passenger tire, \$8.00 per truck tire, and \$40.00 per equipment tire. The Authority will dispose of the tires in an approved manner.

j. Holidays. The Authority shall provide the Participant a list of holidays that the Authority shall observe at least three (3) months prior to the observing of any holiday. The suspension of collection service on any holiday in no way relieves the Authority of its obligations to provide collection services at least the requisite number of times per week. Extending the hours of service to meet this obligation is subject to the Participant's approval, which will not be reasonably withheld.

k. Complaints. The Authority shall receive and respond to all complaints regarding services provided under this Agreement. Any complaint received by the Participant will be directed to the Authority. Should a complaint go unresolved for longer than five (5) days, the Participant will have the right to demand an explanation or resolution to their reasonable satisfaction.

l. Collection Equipment. An adequate number of vehicles shall be provided by the Authority to collect Refuse in accordance with the terms of the Agreement. The vehicles shall be licensed in the State of Georgia and shall operate in compliance with all applicable state, federal and municipal regulations. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, at a minimum, the name and phone number of the Authority plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least two inches (2") high. Each truck shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of fluid. No vehicles shall be willfully overloaded. The Authority may make other collections with the same vehicles used for Agreement collections provided that such use in no way impairs the delivery of service required under this Agreement.

m. Personnel. The Authority shall require its employees to be courteous at all times, to work quietly and not to use loud or profane language. Each employee shall wear a uniform clearly labeled with the name of company and employee.

EXHIBIT "A"
Residential Collection, Hauling and Disposal Services

Clothing will be as neat and clean as circumstances permit. Shirts will be required at all times. The Authority's employees shall follow the regular walks for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property and shall not meddle or tamper with property which does not or should not concern them. Each employee assigned to drive a vehicle shall, at all times, carry a valid driver's license for the type of vehicle said employee is driving. The Participant shall have the right to make a complaint regarding any employee of the Authority who violates any provision hereof or who is wanton, negligent, or discourteous in the performance of his duties. The Participant may suggest action to be taken on its complaint, but it shall not be binding on the authority.

n. Containers. All Containers required under this Agreement shall be provided by the Authority and shall remain the property of the Authority. The Authority may replace Containers whenever, in the Authority's determination, such replacement is necessary or appropriate.

o. Notification of Residents. The Participant shall inform all residents of the complaint procedures, rates, regulations and day(s) for scheduled refuse collection. Where residents are informed via newspaper advertisements, the same will be paid for by the Authority.

p. Transfer Station. The Authority agrees to construct a Transfer Station of suitable size and design to process all of Participant's waste during the term of this Agreement. The Authority will be responsible for all permitting, construction, and operation of the Transfer Station, and will comply with all applicable EPD rules and regulations. The Authority will operate the Transfer Station during normal working hours, Monday through Friday. The Transfer Station will be closed on Sundays and designated holidays. The Transfer Station shall be designed to accommodate a waste stream of not less than 500 tons per day. Participant agrees to provide a site of approximately five acres at or near the Sumter County landfill upon which the Authority may construct the Transfer Station. The Authority agrees to purchase and the Participant agrees to sell the site for a sum equal to \$5,000.00. Participant further agrees to sell the scale and scale house facility presently located at said landfill to the Authority, at the option of the Authority, for a sum equal to ~~\$10,000.00~~ *To be determined*. Authority agrees to monitor loads into and out of the Participant's inert landfill and to provide all necessary scale functions for the proper operation of said inert landfill.

revised April 18, 1995

EXHIBIT "B"

Residential Collection, Hauling and Disposal Fees

a. Base Compensation and Adjustments for New or Discontinued Service. Before commencement of work under this Agreement, it shall be the Participant's responsibility to provide the Authority with an accurate address list of Residential Units to receive service. Thereafter and for the duration of the Agreement, the Participant shall promptly inform the Authority of any new or discontinued service, and the Authority may rely upon the Participant for such information. The Participant may bill all customers at whatever rate the Participant shall determine to charge.

i. Notwithstanding the Participant's collection from their citizens, the Participant shall pay the Authority monthly in accordance with the following schedule:

(# Residential Units Receiving Service, but in no event less than ~~500~~ ¹⁰⁰) x (Basic Monthly Rate for Residential Collections). For residents in the unincorporated areas of the Participant, the Basic Monthly Rate for Residential collection shall be \$12.45 for each Container utilized by a Residential Unit; except that, where more than one residential unit is serviced one container, the Basic Monthly Rate shall apply to each residential unit serviced thereby.

ii. The Participant shall remit payment for the amount due for Residential services before the 12th day of the month immediately following the month for which the payment pertains. Payment shall be based upon the Participant's understanding of the number of Units; and, if the Authority disputes the amount of the payment, the Authority may nonetheless cash the Participant's check, but promptly move to resolve any dispute with the Participant. Late payment shall bear interest at the rate of ten percent (10%) per annum from the due date to the date of payment.

iii. Where a Unit received new service or discontinued service for less than the full calendar month (determined by collections included in the month), its charge will be prorated according to the percentage of that month's collections to be performed.

b. Escalation Clause. Annual adjustment of rates will be made to reflect the increases in the cost of operations, as follows:

i. Annual Consumer Price Index Adjustments.

(a) Base Index. The Base Index against which the CPI Index will be measured will be the applicable Index as of

EXHIBIT "B"
Residential Collection, Hauling and Disposal Fees

January 1, 1995. The applicable Index for the purpose hereof shall be the ALL-ITEMS Consumer Index for the Southern States, according to the appropriate category for the municipal population of Albany, Georgia (Currently Urban Size C) published by the U. S. Department of Labor, Bureau of Labor Statistics, and in the event the U. S. Department of Labor shall cease to publish such information, the parties agree to substitute another equally authoritative measure of changes in purchasing power of the U. S. dollar as may then available, so as to carry out the intent of this provision. The Authority may, if it chooses, request that adjustments in the rates be based upon some other component CPI or some combination thereof rather than the ALL-ITEMS category. The use of a different component or some combination thereof will, however, be subject to the approval of the Participant.

(b) Commencing January 1, 1996 and on each ensuing January 1st during the term of the Agreement (including any extensions thereof), the Basic Rate may be adjusted, at the option of the Authority, to reflect changes in the CPI. If the Authority elects to adjust the Basic Rate of Compensation, the Basic Rate of Compensation, commencing for said January 1st and continuing for the balance of the calendar year, shall be the initial Basic rate increased by a percentage not exceeding the percentage increase, if any, in the applicable CPI Index from January 1, 1995 to the January 1st for which the rate adjustment is considered; provided, however, in the event that the Authority's fuel costs shall increase at a rate greater than the percentage calculated, pursuant to subparagraph b.i., above, the Authority shall be entitled to increase the Basic Monthly Rate by an amount, in addition to the percentage calculated above, sufficient to fully recover the increase in expense caused by the increase in transportation fuel costs in excess of the percentage calculated.

ii. Government Regulation Adjustments. The Authority shall also, at all times during the term of the Agreement, be entitled to an increase in their rates to directly offset increased costs or expenses incurred by the Authority as a result of necessary compliance with new or changed federal, state, or local statutes, rules or regulations applicable to the collection or transportation of Refuse or the operation of a processing facility or landfill.

iii. Governmental Fee Adjustments. In the event the Authority becomes liable for or is required to collect and/or pay any governmental tax, increased franchise fee, surcharge, or the like in the collection, processing, or disposal of such Refuse under the Agreement, such tax, fee or surcharge shall be the

EXHIBIT "B"
Residential Collection, Hauling and Disposal Fees

responsibility of the Participant, to be paid along with the Authority's Basic Compensation.

iv. Unknown Items. The Authority may petition the Participant at any time for additional rate adjustments on the basis of unforeseen matters which are not covered by the adjustments set forth in (i) through (iv) above, but which materially and adversely affect the Authority in carrying out the Agreement. The Participant may, but is not required to, increase the Basic Rate to take the same into account.

v. The Authority shall provide the Participant notice of the increase or decrease in the Basic Monthly Rate at least sixty (60) days prior to the same becoming effective.

c. Franchise Fee. The Authority shall pay to the Participant a 5% franchise fee for the award by the Participant of this agreement to provide residential curbside collection to the Authority; that is, the Authority shall pay over to the Participant 5% of all amounts received by the Authority as payment for the basic curbside collection services provided hereunder. Payment shall be made to the Participant by no later than the 12th day of the month immediately following the month in which the basic charge payment was received by the Authority.

d. Recycling Rebate. The Authority shall pay to the participant an amount from the net proceeds the Authority receives from sales of materials recovered from the Waste received by the Authority, which amount shall be calculated as follows:

i. Recovery from Waste Received. The net amount the Authority receives from the sale of materials recovered from the waste delivered to the Authority, after deduction of operating losses, if any, divided by the total tons of Waste received by the Authority is the Recovery from Waste Received.

ii. Base Recovery. The Base Recovery is \$48.00 per ton, adjusted for changes in the CPI as formulated at paragraphs b.i(a) and b.1(b), above.

iii. The amount the Authority shall rebate to the Participant shall be 25% of the amount the Recovery from Waste Received exceeds the Base Recovery times the number of tons received from the Participant for the period of calculation.

Attachment C
City of Americus Collection Agreement with
Advanced Disposal Systems

**CONTRACT FOR
RESIDENTIAL AND COMMERCIAL
SOLID WASTE COLLECTION SERVICE**

THIS CONTRACT FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICE (this "Agreement") made and entered into on the 4th day of June, 2007, by and between CITY OF AMERICUS, a political subdivision of the State of Georgia, by and through its City Council, hereinafter referred to as "City," and ADVANCED DISPOSAL SERVICES MIDDLE GEORGIA, LLC, or its legal successors, acting by and through its duly authorized officers hereinafter referred to as "Contractor."

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens; and

WHEREAS, the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of City's police power, and

WHEREAS, the granting of an exclusive Contract to a private corporation for the collection and disposal of solid waste is a valid function of City; and

WHEREAS, City and Contractor are desirous of entering into an agreement, under the terms of which, Contractor shall have an exclusive Contract for a specified period of time for the collection and removal of all Residential and Commercial Solid Waste generated within the City, and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection and disposal services as herein set out, and for the compensation as hereinafter provided; and

WHEREAS, it is the intent of the City that the owner or occupant of every Residential and Commercial Premise in the incorporated area of the City shall receive solid waste collection services provided by Contractor, and

WHEREAS, City agrees to bill and collect the fees from all Residents and Commercial Customers for Contractor's residential and commercial services to the City and the City agrees to pay for such services.

THEREFORE, City and Contractor agree as follows:

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows:

- 1.1 **Agreement:** This contract agreement, including exhibits and any amendments thereto, agreed to by the City and the Contractor during the term of the Agreement.
- 1.2 **Bin or Recycling Bin:** A rectangular container constructed of hard plastic with capacity of at least eighteen gallons for the storage and placement of Recyclable Materials.
- 1.3 **Bulk Waste:** Appliances, furniture, bedding material, carpet, and other large non-hazardous items
- 1.4 **Cart:** A rollout receptacle for residential solid waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors.
- 1.5 **C & D Materials:** Construction and demolition debris and waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.
- 1.6 **Commercial Premises:** ~~All non-residential premises, public or private, requiring solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises. Mobile Home parks consisting of 5 or more mobile homes may be considered commercial premises if they are contracted and receive dumpster solid waste collection services.~~
- 1.7 **Commercial Hand-load Customer:** All Commercial Premises utilizing a Cart for the placement of their solid waste for collection by the Contractor.
- 1.8 **Commercial Solid Waste:** All types of non-hazardous solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding residential and industrial wastes.
- 1.9 **Contractor:** Person, firm, corporation, organization, or entity with whom the City has executed a contract for performance of the work or supply of equipment or materials, and its duly authorized representative.
- 1.10 **City:** City of Americus, Georgia.

- 1.11 Curbside: The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts and other solid waste for collection.
- 1.12 Garbage: All vegetable and animal matter, food, and other refuse from a kitchen, market, store, or elsewhere, including all matter that decays, attracts flies, and creates disagreeable odors, and is considered non-hazardous.
- 1.13 Hazardous Waste: Any solid or liquid waste material resulting from the manufacture or use of chemicals, pesticides, and drugs (other than normal household use); pathological waste; highly flammable, explosive waste; toxic waste; sewer sludge; insecticides; poisons; corrosives; caustics; acids; infectious materials; compressed gases; biological materials; radioactive materials; and petroleum products; and other waste material that is determined to be a hazard to public health, safety, or environment. Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.
- 1.14 Recyclable Materials: Materials generated by Residential Premises consisting of newspapers, aluminum and bi-metal cans, HDPE plastic milk jugs and PET plastic soft drink containers which are stored in Recycling Bins and placed at Curbside for collection or taken to a designated recycling drop-off location.
-
- 1.15 Residential Premises: A dwelling within the incorporated area of the City, or outside the corporate bounds of the City and receiving City service(s), occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.
- 1.16 Residential Solid Waste: All Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C & D Materials, Yard Waste, White Goods, Hazardous Waste, or other unacceptable materials.
- 1.17 Rubbish: A variety of non-recyclable household waste derived from places of residence and shall include paper, rags, plastics, cartons, boxes, broken glass bottles and jars, crockery, rubber, discarded clothing, and similar materials.
- 1.18 White Goods: Appliances such as stoves, refrigerators, and other bulky household items primarily constructed of metal; parts of appliances; metal parts, and miscellaneous metal consisting of non-hazardous materials only.
- 1.19 Yard Trash: Leaves, brush, grass clippings; shrubs and tree prunings and other vegetative materials from the maintenance of yards, lawns and landscaping at Residential Premises.

Section 2.0 – Scope of Work

The work under this Contract shall consist of the work and services to be performed in the collection and disposal of Residential and Commercial Solid Waste generated in the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Agreement.

Section 3.0 – Collection

3.1 Service Provided

- A. Contractor shall collect Garbage from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall place only Garbage in a 95-gallon Cart owned by Contractor and Resident shall place the Cart at Curbside by 7:00 AM on the designated collection day. Contractor shall not be responsible for collection of Garbage and Rubbish not placed in a Cart or any Cart not in the proper location at Curbside except during and immediately following Holidays.
- B. Contractor shall collect Yard Trash from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall cut tree limbs, logs and brush into pieces no more than six (6') feet in length if the diameter is 12 inches or less and two (2") feet in length if the diameter is more than 12 inches or fifty (50) pounds in weight. Leaves, grass clippings, tree and shrubbery clippings and other small pieces shall be placed in a plastic bag or other container, which bag, container, shall weigh no more than 50 pounds. Christmas trees will be collected along with the yard trash by the end of the first two weeks of every January. All lights and decorations must be fully removed from the Christmas trees prior to collection. The occupant of the Residential Premises shall place Yard Trash at Curbside by 7:00 AM on the designated collection day. Contractor shall not be responsible for collection of Yard Trash not properly prepared or containerized or not in the proper location at Curbside.
- C. Contractor shall collect Bulk Items and White Goods from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall place such items at Curbside by 7:00 AM on the designated collection day. Contractor shall not be responsible for collection of bulk items and white goods not in the proper location at Curbside except during and immediately following Holidays.
- D. Occupants of Residential Premises may request more frequent service or special services at a price to be agreed upon by the occupant and Contractor and paid by the occupant.
- E. Contractor shall provide up to two (2) recycle collection containers at no

charge for drop-off of Recyclable Materials at location(s) to be determined with the City's assistance and approval, until such time as a curbside recycling collection program may be added by mutually agreed upon amendment to this Agreement. Contractor shall be responsible for transporting all Recyclable Materials to a licensed processing facility where all materials can be recycled. All proceeds from the sale of materials shall be the property of the Contractor.

F. Contractor shall collect Garbage and Rubbish from each Commercial Premises utilizing front-end load containers and at a location and schedule to be agreed to by the Contractor and Commercial Premise.

3.2 Containers

Contractor shall initially furnish collection equipment for every Residential Premises and Commercial Premises for every occupied location in the incorporated area of the City. Upon placement, Equipment shall be the property of Contractor. It shall be the responsibility of the owner of the Residential and Commercial Premises to properly use and safeguard the Contractor's Equipment. Contractor shall maintain Equipment in reasonably good condition. Contractor shall have the right to charge Customers for the cost of repair or replacement of Equipment, if such repair or replacement is required as a result of abuse or damage, fire, or theft. The amount charged shall not exceed Contractor's cost for the Equipment. Occupants of Residential or Commercial Premises may request one or more additional Containers from Contractor for an additional volume of collection service. Occupants shall pay City for each additional Container and service at the applicable rate of compensation.

3.3 Elderly and Disabled

Contractor shall provide sidedoor pick-up to disabled residents as designated by the City who are physically unable to place container at Curbside on pick-up day. In no case will the quantity of persons receiving backyard pick-up exceed two percent (2%) of the total Residential Premises. Contractor shall provide sidedoor Residential Solid Waste collection service at no additional charge for those residents not physically able to take Carts to Curbside, provided however, that such exemptions will be granted by the City of Americus only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside and the resident provides an affidavit from a physician certifying the physical disability. In no event will sidedoor service be provided at a distance of more than 150 feet from the public roadway. In the event where sidedoor service is provided pursuant to this Section, the occupant shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight.

3.4 Location of Containers for Collection

3.4.1 Carts shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without

interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container not so placed or any residential refuse not in a bag. The City reserves the right to amend the placement of containers allowing for safe and efficient service by Contractor.

- 3.4.2 Front-end load containers must be placed in an accessible location on hard surfaces. Commercial customers shall be responsible for maintaining such surfaces. The City reserves the right to amend the placement of containers allowing for safe and efficient service by Contractor.

Section 4.0 – Routes and Hours of Collection Operation

4.1

Hours of Operation

Collection of Solid Waste shall not start before 7:00 AM nor continue after 7:00 PM on the same day.

4.2

Routes of Collection

Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes with days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Customers.

4.3

Holidays

The following shall be holidays for the purpose of this Contract:

New Year's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above mentioned Holidays by suspension of collection service on the holiday, but such decision does not relieve the Contractor of his obligation to provide collection service at least once per week (Monday - Saturday) within the Holiday Week. The Contractor will not be allowed Sunday collection during a Holiday Week.

4.4 Complaints

All complaints shall be made directly to the Contractor, and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected within 24 hours after the complaint is received.

4.5 Collection Equipment and Personnel

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.6 Office

The Contractor shall maintain an office or such other facilities through which he can be contacted within the City of Americus or within Sumter County if no location can be found within the city limits. It shall be equipped with sufficient local service telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. daily on regular collection days.

4.7 Access

~~The Contractor shall be required to provide collection services to all Residential and Commercial Premises located on publicly-owned roadways accessible to~~ standard waste collection vehicles. The City shall maintain all publicly-owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require occupants of Residential Premises to place Carts, Bulk Items, White Goods, and Yard Waste at curbside for collection. The City shall require occupants of Residential Premises not accessible to standard waste collection vehicles to place Carts, Bulk Items, White Goods, and Yard Waste at an accessible location on a publicly-owned roadway agreed upon by the occupant and the Contractor. If the City or Contractor determines that, for whatever reason, the occupants of Residential Premise cannot place the Cart, Bulk Items, White Goods, and Yard Waste at curbside adjacent to a publicly owned roadway, then the Contractor will provide the collection service at a location agreed upon by Contractor and the occupant, except as provided in Section 3.3 of this Contract.

Section 5.0 – Disposal

All Refuse collected for disposal by Contractor shall be delivered to the Crisp County Solid Waste Authority's McMath Mill Road Transfer Station for disposal, with tipping fees paid by the Contractor. Should tipping fees at the disposal site increase or decrease during the contract period, an adjustment to the monthly fees shall be made based on 199

pounds per residential unit per month and commercial services at 90 pounds per cubic yard per month. Example calculations as shown below:

$\text{New Tipping Fee (\$/ton)} - \text{Current Tipping Fee (\$/ton)} = \text{Adjustment Factor}$

Residential

$\text{Adjustment Factor} / (2000 \text{ lbs}) \times (199 \text{ lbs/unit}) = \text{Residential Adjustment}$

Commercial

$\text{Adjustment Factor} / (2000 \text{ lbs}) \times (90 \text{ lbs/yard}) \times (\text{yards/month}) = \text{Commercial Adjustment}$

Section 6.0 – Compensation

6.1 Rates of Compensation for Five (5) Year Rate Period

Contractor shall be paid by the City for solid waste collection and disposal services provided hereunder by the appropriate rates of compensation set forth in Exhibit A, attached hereto and made a part hereof, during the initial five (5) year term of this Agreement. After the initial year of this Agreement, rates may be adjusted annually to reflect changes in operating costs. Adjustments shall be based upon increases in the Consumer Price Index. Contractor will present its rate schedule to the City no later than September 1 of each year. Rate changes, if any, will take effect on January 1.

6.2 Renewals

The initial term of this agreement shall be five (5) years commencing on July 1, 2007, with subsequent two (2) year options for the city to renew unless canceled by either party no less than one hundred and twenty (120) days prior to expiration. If the city elects to renew, it shall notify the Contractor of such election no less than 120 days prior to expiration.

6.3 Rate Adjustments Due to Significant Changes

The rates set forth in Section 6.1 shall be fixed for the initial five (5) year term of this Agreement, and shall only be adjusted to compensate Contractor for:

A. Any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due to such Changes in Law.

B. Extraordinary fuel rate increases

For this purpose, extraordinary fuel increases are defined as a ten percent or greater (10%) increase in per gallon fuel cost in excess of the average of the immediate 12 months fuel costs, as reported by the Energy Information

Administration of the U.S. Department of Energy (Monthly U.S. No 2 Diesel Retail Sales by All Sellers).

In the event that any of the above events occur, Contractor shall determine the amount of rate adjustment required to compensate Contractor for the additional, fully justifiable costs and shall petition the City for approval of the rate adjustment, which approval shall not be unreasonably withheld. Contractor agrees to continue solid waste collection and disposal services during any dispute, with the City, if any, until any dispute is resolved and the City and Contractor agree to adjusted rates of compensation.

6.4 City to Act as Collector

The City under the base bid, shall submit statements and collect from all Residential and Commercial Premises for services provided by the Contractor pursuant to Section 3.1, including those accounts which are delinquent.

6.5 Delinquent and Closed Accounts

The Contractor shall discontinue refuse collection service at any Residential or Commercial Premises as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) ~~resulting from the Contractor's discontinuing service at any location at the direction of the City.~~

6.6 Contractor Billings to City

The Contractor shall bill the City for service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 30th day following the end of such month. Such billing and payment shall be based on the total number of Residential and Commercial Premises with support documentation in the incorporated areas of the City and the price rates and schedules set forth in Exhibit A hereto. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from the customer for such service.

Section 7.0 – Non-Discrimination

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion or national origin.

Section 8.0 - Indemnity

The Contractor will indemnify, hold harmless, and defend the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings,

claims, demands, damages, costs, expenses, and reasonable attorney's fees incidental to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor its officers, agents, servants and employees; provided, however, that the City will indemnify, hold harmless and defend the Contractor, its parent corporation and their respective officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

Section 9.0 – Force Majeure

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado or storm), compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as "Force Majeure Event"). In addition, the performance required under this Contract does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the City and Contractor shall negotiate the amounts to be paid Contractor for services to be performed as a result of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

Section 10.0 – Licenses and Taxes

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the City and State.

Section 11.0 - Term

The initial term of this agreement shall be five (5) years commencing on July 1, 2007, with subsequent two (2) year options for the city to renew unless canceled by either party no less than one hundred and twenty (120) days prior to expiration. If the city elects to renew, it shall notify the Contractor of such election no less than 120 days prior to expiration.

Section 12.0 - Reports

Contractor shall provide various reports to the City as may be required from time to time.

Section 13.0 – Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage for the provisions of Section 9. All

insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$500,000 each occurrence
Automobile Bodily Injury Liability	\$500,000 each person
	\$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

Section 14.0 – Bond

14.1 Performance Bond

The Contractor shall furnish a corporate surety bond as security for the performance of this Agreement. Said surety bond shall be in the amount of 100% of the annual revenue of the Contract.

Premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

14.2 Power of Attorney

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Section 15.0 – Compliance with Law

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the City, state and federal governments provided, however that the Contract shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Contract.

Section 16.0 Assignment

Contractor's rights accruing under this Contract may be assigned in whole or in part by the Contractor with the prior written approval or consent of the City. As a condition of such assignment, the assignee shall agree to assume the obligations of Contractor hereunder.

Section 17.0 – Exclusive Contract

The Contractor shall have the sole and exclusive contract to provide solid waste collection and disposal service in the incorporated area of the City or for customers receiving City service(s) outside the corporate bounds of the City. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide Residential and Commercial collection and disposal services to all Residential and Commercial Premises in the incorporated area of the City or receiving City service(s) outside the corporate bounds of the City for the initial five (5) year term of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of residential solid waste collection and disposal services during the term hereof or any renewal terms.

Section 18.0 - Ownership

Title to the Residential and Commercial Solid Waste to be collected under this Contract shall pass to the Contractor once it is placed in the vehicle under control of the Contractor.

Section 19.0 – Termination and Attorney Fees

- 19.1 In the event of an alleged material breach of this Contract, the City shall provide written notice of such breach to the Contractor, to be delivered by Certified Mail, return receipt requested. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the City on a mutually satisfactory solution, then the City may, within 10 days, require the Contractor to appear before the City Council, at either a regular or

specially called meeting, to show cause why the Contract should not be terminated. After such meeting the Council may elect to:

- A. provide written notice to the Contractor that the Contract will be terminated 30 days from the receipt of such notice.
- B. extend the time to allow Contractor to cure the breach.
- C. impose sanctions or other remedies without terminating the Contract.

19.2 Costs

In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the breaching party agrees to pay all costs expended by the other party, including reasonable attorney fees.

Section 20.0 – Miscellaneous Provisions

20.1 Choice of Law

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.

~~Notwithstanding any other provision of this agreement, the parties irrevocably consent and agree that any legal action filed by either party arising out of, or in connection with, this agreement, shall be filed in the Superior Court of Sumter County, Georgia.~~

20.2 Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Contract may not be amended except by a subsequent modification in writing, signed by the parties hereto or by an ordinance adopted by City modifying the rates to be charged hereunder in accordance with the provisions of Section 6 hereof.

20.3 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Contract had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

20.4 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

20.5 City's Authority

The parties signing this Contract on behalf of the City have been authorized to do so by specific action of the City Council adopted in open meeting on the 4th day of June, 2007, and of record in its official minutes.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals
this 4th day of July, 2007.

Signed, sealed and delivered in the
presence of:

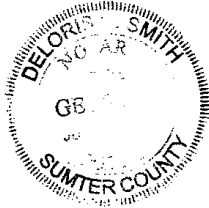
CITY OF AMERICUS

Samuel Freeman
Witness

By: [Signature]
Mayor

Deloris D. Smith
Notary Public

Attest: Paula Marks



IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals
this 27th day of June, 2007.

Signed, sealed and delivered in the
presence of:

ADVANCED DISPOSAL
SERVICES MIDDLE GEORGIA,
LLC

Susan M. Green
Witness

By: [Signature]
District Manager

Virginia Villalobos
Notary Public

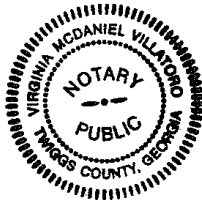


EXHIBIT A
COMPENSATION

CATEGORY	PICK UP SCHEDULE	MONTHLY RATE
Residential cart	Weekly pickup	\$13.00 per cart
Commercial cart	Weekly pickup	\$13.00 per cart
Additional residential cart	Weekly pickup	\$7.00 per additional cart
Additional commercial cart	Weekly pickup	\$7.00 per additional cart
Commercial dumpster	Varies	\$3.88 per cubic yard
Yard waste, brown goods, white goods, and other trash	Weekly pickup	\$3.68 additional for every residential account
Other-Two (2) Recycling Drop-off Containers	As needed	No added charge
Other-Right of way Cleanup Services	As needed	No added charge

Attachment C
City of Andersonville Collection Agreement with
TransWaste Services

WASTE SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2002, by and between TRANSWASTE SERVICES, INC. a Georgia Business Corporation with its principal offices located in Dougherty County (hereinafter referred to as "TWS") and CITY OF ANDERSONVILLE, a Georgia Municipality acting through its Mayor and City Council, (hereinafter referred to as the "City").

WITNESSETH

WHEREAS, the City desires to grant TWS the exclusive right to collect, deliver, transport, treat, and/or dispose all Waste Material produced by Covered Units within the City's Service Area; and

WHEREAS, the City has, prior to the execution of this Agreement, been performing the refuse collection and/or disposal services which TWS is agreeing to perform pursuant to this Agreement. The City has been performing those services as one of its governmental functions and service to its citizens, and not primarily as a business enterprise or source of revenue; and

WHEREAS, the City desires to enter into this Agreement with TWS for the use of the facilities and services of TWS.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TWS and the City agree as follows:

1. Term. The term of this Agreement shall commence on July 15, 2002, and shall end at midnight five (5) years after the date of commencement. This Agreement shall be automatically extended for additional terms of five (5) years each unless one of the parties notifies the other party at least 180 days prior to the expiration of the then current term that it does not wish the Agreement to be extended.

2. Scope.

a. Waste Material. This Agreement applies only to Municipal Solid Waste and other Solid Waste which, under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., and the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. § 12-8-20 et seq., and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended, may be disposed of in a Subtitle D landfill without special handling or further processing ("Waste Material").

b. Non-Conforming Waste. Any wastes or material other than Waste Material offered to TWS by the City, including without limitation any Hazardous Waste and any Waste Material specifically excluded in Exhibit A attached hereto from the services or obligations contemplated to be performed under this Agreement are hereinafter referred to as "Non-Conforming

Waste". The City warrants and represents that it shall not offer Non-Conforming Waste to TWS. If the City offers to TWS what is determined in the sole discretion of TWS to be Non-Conforming Waste, then such Non-Conforming Waste shall upon notice to the City, at the City's option, either be (i) promptly reloaded, removed and returned to the City, or (ii) disposed by TWS at the Designated Non-Conforming Waste Facility (as defined below). If the City does not notify TWS of option (i) or (ii) within two (2) days of receipt of notice from TWS, then TWS may, in its sole discretion, select option (i) or (ii). All activities of TWS with respect to Non-Conforming Waste shall be as agent for the City. All costs incurred by or on behalf of TWS with respect to Non-Conforming Waste including, but not limited to, any fines or penalties assessed therefor, shall be promptly paid or reimbursed by the City. As used herein, "Designated Non-Conforming Waste Facility" means the Chemical Waste Management, Inc., facility located at Emelle, Alabama, and any additional or substituted facility as may from time to time be selected by TWS and approved by the City.

3. Definitions. Except as otherwise expressly provided in this Agreement or as the context otherwise requires, capitalized terms used herein shall have the respective meanings assigned to them in Exhibit "A" hereto, which definitions are incorporated by this reference.

4. Services To Be Provided. See attached Exhibit "A", which is incorporated herein by this reference.

5. Fees. See attached Exhibit "B", which is incorporated herein by this reference.

6. Termination. TWS may terminate this Agreement if the City fails to comply with paragraphs 2 or 5 hereof.

7. Additional Warranties.

a. TWS warrants to the City that:

i. it shall perform all services in a safe efficient and lawful manner with qualified workers;

ii. it will comply in all material respects with the requirements of federal, state, and local laws, regulations, and ordinances applicable to the services to be performed by it hereunder, as more fully described in Exhibit "A", attached hereto;

iii. it has or will obtain or cause to be obtained all permits or other approvals required for the services to be performed by it hereunder, as more fully described in Exhibit "A", attached hereto;

iv. if any permit or approval referred to in clause iii above: (A) is shortly to expire, (B) becomes the subject of judicial or administrative action seeking revocation or suspension

thereof, or (C) is canceled or materially changed or modified (or is threatened to be canceled, or materially changed or modified), which expiration, revocation, suspension, cancellation or material change or modification materially affects (or could reasonably be expected to materially affect) the ability of TWS to perform under this Agreement. TWS shall promptly notify the City in writing of the occurrence and TWS's resulting inability to perform hereunder. Such notice shall also be provided in the event TWS decides not to seek any permit, license, certificate or approval referred to in clause iii above and not obtained by TWS as of the date of this Agreement.

b. the City warrants to TWS that:

i. it has title to the Waste Material being tendered hereunder and the same was generated in City's jurisdiction, except to the extent TWS has given City written permission to tender Waste Material generated from beyond City's jurisdiction;

ii. it will provide the documentation referenced herein;

iii. the Waste Material is that as set forth in paragraph 2 hereof; and

iv. it will neither implement nor encourage (or expand, if existing) on-site separation of Waste Material.

c. Each of the parties hereunder, together with any assignee thereof, shall have the right to compel specific performance of the terms of this Agreement.

8. Indemnifications.

a. TWS agrees to indemnify and hold the City, its agents, employees and subcontractors harmless from and against any and all liabilities, damages, fines, claims, penalties, forfeitures, costs, claims and expenses incident thereto (including cost of defense, settlement, and reasonable attorney's fees), which are caused by or arise from any negligent act or omission or any willful act or omission or any breach of contract by TWS, its agents, employees or subcontractors in the performance of this Agreement; and

b. the City agrees to indemnify and hold TWS, its agents, employees and subcontractors harmless from and against any and all damages, fines, liabilities, claims, penalties, forfeitures, costs, claims and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees) which are caused by or arise from any negligent act or omission or any willful act or omission or any breach or contract by the City or its agents, employees, or subcontractors in the performance of this Agreement.

9. Independent Contractor. At all times during the term of this Agreement, TWS shall be considered an independent contractor and as such, it agrees to be fully responsible for any and all

acts and omission of its employees, agents, and subcontractors in the performance of the services involved hereunder.

10. Force Majeure Events: Obligations Absolute.

a. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, strikes, fire, flood, windstorm, explosion, riot, war, sabotage, court injunction or order, loss of permits, governmental action or any other cause or causes ("Force Majeure Events") beyond the reasonable control of the party affected; provided, however, that a Force Majeure Event shall not excuse the City's failure to perform its obligations under Section 5 of this Agreement. In the event of the occurrence of a *Force Majeure* Event, the affected party shall promptly notify the other party of such occurrence and of the anticipated extent of the delay. Each of the parties hereto shall be diligent in attempting to cure or remove such Force Majeure Event.

b. If as a result of a Force Majeure Event or a new or changed federal, state or local statute, rule, regulation or other governmental action, TWS is unable to perform its services under this Agreement, TWS shall promptly notify the City in writing of such occurrence and shall use its best efforts to eliminate the cause of such nonperformance. In such a circumstance, TWS shall not be in violation of this Agreement so long as it takes diligent steps to provide alternative disposal facilities or arrangements for the disposal of the Waste Material.

11. Assignment. The City hereby acknowledges and agrees that TWS may assign and pledge this Agreement and any monies due or to become due hereunder to an entity in the business of providing services similar to TWS and at least as qualified both financially and in the provision of services as is TWS, and that, upon such assignment, the obligations of the parties hereto shall continue to be irrevocable and non-cancelable. TWS may employ one or more independent contractors to fulfill its obligations under this Agreement but shall provide to the City the names and addresses of such contractors, and TWS shall remain primarily liable for the performance of its obligations under this Agreement notwithstanding said employment. Except as herein provided, neither party shall otherwise assign this Agreement or any monies due or to become due to it hereunder without prior written consent of both parties.

12. Exclusivity. Except as provided in paragraph c of Exhibit "A" attached hereto, this Agreement shall be construed as granting TWS the exclusive right to perform the services set forth in Exhibit "A" with respect to Waste Material generated by Covered Units in the City's jurisdiction. The participant warrants that it has the authority to grant such exclusive right as described in this Agreement. City covenants that, during the term of this Agreement, it will not engage others, or itself become involved, in any activity that would impair the exclusive right of TWS.

13. Notices. Any written notice(s) required to be given by the terms of this Agreement shall be delivered by hand or be mailed, postage paid, to the following addresses:

To the City: City of Andersonville
P. O. Box 35
Andersonville, Georgia 31711-0035

To TWS: TransWaste Services, Inc.
P. O. Box 72043
Albany, Georgia 31708

14. Headings. Section and paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

15. Entire Agreement. This Agreement, including Exhibits, constitutes the entire Agreement, between TWS and the City with respect to the service and other obligations specified, and all previous representations, understandings or undertakings relative thereto, either written or oral, are hereby annulled and superseded. No modification shall be binding on TWS or the City unless it shall be in writing and signed by an authorized representative of both parties.

16. Confidentiality.

a. Subject to paragraphs c and d below, TWS and the City shall treat as confidential property and not disclose to others during or for two years subsequent to the term of this Agreement, except as is necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information (including any technical information, experience or data) regarding either party's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of the parties, their officers or their employees in the performance of this Agreement, without in each instance securing the prior written consent of the other party.

b. Subject to paragraphs c and d below, TWS shall also treat as confidential and shall not disclose to others, except as required by law, information relating to the composition of the Waste Material.

c. Nothing above shall prevent TWS from making any disclosures of any information referred to in paragraphs a and b as may be required in connection with an assignment contemplated by paragraph 11 above.

d. Nothing above shall prevent either TWS or the City from disclosing to other or using in any manner information which either party can show:

i. has been published and has become part of the public domain other than by acts, omissions or fault of TWS or the City or their employees;

ii. has been furnished or made known to TWS or the City by third parties (other than those acting directly or indirectly for or on behalf of TWS or the City) as a matter of legal right without restrictions on its disclosure;

iii. was in the party's possession prior to the disclosure thereof by the other party; or

iv. the disclosure of which is required by law regulation or court order.

17. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

18. Further Assurances. Each party hereto shall execute and deliver any instruments and perform any acts necessary and reasonably requested by the other party to give full effect to this Agreement.

19. Nature of Obligations. The obligations of the City under this Agreement are General Obligations of the City and shall constitute a pledge of the full faith and credit of the City.

IN WITNESS WHEREOF, TWS and the City have each caused this Agreement to be executed by its duly authorized representatives on the day and year set forth.

TRANSWASTE SERVICES, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

CITY OF ANDERSONVILLE

By: _____
Mayor

Attest: _____
Clerk

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EXHIBIT "A"
Collection, Hauling and Disposal Services

City does hereby grant to TWS the sole and exclusive right, within the jurisdiction limit of the City, to provide refuse collection for each Covered Unit, such collection, hauling and disposal services to be as specified herein, including all of the work called for and described herein; except for those items and services to be provided by the City, TWS shall furnish all personnel, labor, equipment, trucks and all other items necessary to accomplish the same; performance under this paragraph being subject to the following terms and conditions:

a. Definitions.

BAGS -- Plastic sacks designed for Waste Material with sufficient wall strength to maintain physical integrity when lifted by top with no support beneath; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight no to exceed 35 pounds.

BROWN GOODS -- Bulky waste such as sofas, chairs, mattresses and the like.

BULKY WASTE -- A large appliance, piece of furniture or waste material from a residential source other than Construction Debris or Hazardous Waste, with a weight or volume greater than that allowed for Containers.

COMMERCIAL UNIT -- Any hotel, restaurant, store, office, warehouse or other non-manufacturing establishment provided with a Container or Front-loading Container. All Commercial Units shall be located in the Service Area.

CONSTRUCTION DEBRIS -- Waste building materials resulting from construction, remodeling, repair or demolition operations.

CONTAINERS -- A receptacle (not including Front-Loading Containers) made of plastic, metal, or fiberglass with a capacity not to exceed 100 gallons, a loaded weight of not more than 75 pounds, a tight fitting lid, and handles of adequate strength for lifting.

COVERED UNITS -- All of the Commercial Units, Industrial Units and/or Residential Units within the Service Area with respect to which TWS has agreed to perform the services contemplated to be performed by it hereunder in accordance with the terms hereof.

DISPOSAL SITE -- A refuse depository for the proceeding or disposal of Waste Material, including, but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

FRONT-LOADING CONTAINERS -- A metal receptacle that can be mechanically lifted into TWS's collection vehicles for disposal of the Waste Material contained therein.

GARBAGE -- Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and including food containers.

HAZARDOUS WASTE -- Waste designated, regulated, or defined as hazardous waste pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6921 et seq., or the Georgia Hazardous Waste Management Act, O.C.G.A. § 12-8-60 et seq. and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended.

INDUSTRIAL UNIT -- Any establishment generating Industrial Waste and provided with a container or Front-loading Container. Each Industrial Unit shall be within the Service Area.

INDUSTRIAL WASTE -- Waste designated, regulated, or defined as municipal solid waste pursuant to Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., or the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. § 12-8-20 et seq. and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended.

REFUSE -- Discarded waste materials in a solid or semi-liquid state, consisting of Garbage, Rubbish or a combination thereof.

RESIDENTIAL UNIT -- A dwelling or occupied living space within the Service Area, including but not limited to single family residences, apartments, efficiency units, mobile homes, and condominiums, provided with a Container. All Residential Units shall be located within the Service Area.

RUBBISH -- Non-Putrescible solid wastes consisting of combustible and non-combustible materials.

SERVICE AREA -- The geographic area consisting of the incorporated areas of the City.

WHITE GOODS -- Bulky Waste such as refrigerators, freezers, washers, dryers, and other large appliances.

YARD TRIMMINGS -- Waste designated, regulated, or defined as yard trimmings pursuant to Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. or the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. § 12-8-20 et seq. and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended.

WASTE MATERIAL -- Municipal Solid Waste, Industrial Waste, and Commercial Waste which may be disposed of in a Subtitle D landfill, without special handling or further processing, under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., or the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. § 12-8-20 et seq., and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended.

b. Waste Excluded. The Agreement does not require or contemplate the collection, hauling or disposal of Yard Trash, Construction Debris, or Hazardous Waste, except as specifically set forth herein.

c. Exclusive Franchise. Except as provided below, this Agreement shall be construed as granting TWS the exclusive right to collect and transport Waste Material generated by Covered Units located in the City's jurisdiction which Waste Material City may lawfully obtain possession through compulsory solid waste collection and disposal services for which City may charge a fee or a tax for the costs of providing such services. With respect to any Covered Unit in City's jurisdiction which generates Waste Material which is transported or disposed of pursuant to a contract in effect on the date of this Agreement (hereafter, "pre-existing contract"), the City grants to TWS the exclusive right to transport, process and dispose of Waste Material generated in each such Covered Unit upon the expiration of the current term of any pre-existing contract. The City warrants that it has the authority to grant such exclusive right as described in this Agreement. The City covenants that, during the term of this Agreement, it will not engage others, or itself become involved, in the activities of collecting, transporting, and/or disposing of the Waste Material generated by Covered Units or any other similar activity that would impair the exclusive right of TWS.

d. Services Provided to the City. TWS shall provide curbside collection service for the collection of Waste Material from all Residential Units located within the incorporated areas of the City one (1) time per week. It is the resident's responsibility to see that containers are placed curbside or as close as practicable to the collection vehicle routes by 7:00 a.m. on the designated collection day. Curbside refers to the portion of the right of way adjacent to paved or traveled roadways (including alleys). TWS shall further provide collection services for all Commercial or Industrial Units located within the incorporated areas of the City on schedules to be agreed upon.

i. TWS may decline to collect any Container not properly placed; any Container not defined in the Definitions; any Containers that contain sharp objects or liquids; or any Waste Material not properly contained, except White Goods, Brown Goods or Bulky Waste, which is placed next to the Container. Where TWS has reason to leave solid waste uncollected at a Covered Unit, TWS or its agents shall inform the resident within two (2) days by written notice, mailing, or telephone as to why the solid was not collected, i.e., non-residential solid waste, Hazardous Waste, unapproved Containers, improper placement, etc.

ii. TWS shall also provide collection service for disabled persons who are in fact unable by reason of age or infirmity to place their Containers at curbside. Disabled persons will

be determined by the City, exercising reasonable good faith judgment, TWS will be so notified of such disabled person, and any resident of the city who has a certification from a licensed physician that such person is disabled will be exempt from placing their refuse curbside. TWS agrees to collect waste of such disabled persons in any mutually convenient place on the premises of such disabled persons, except TWS will not be required to go into houses or other dwellings.

iii. TWS shall deliver the Waste Material collected to a fully permitted and regulated Subtitle-D landfill. TWS will provide sufficient long-haul waste transfer trailers and power units to transport such Waste Material. All equipment (trucks and trailers) will be clean and in sound operating condition at all times. Trailers will be designed so as to transport approximately twenty (20) tons of MSW using moderate compaction. When transporting Waste Material, all trailers should be sealed and covered to prevent littering and comply with all local, state and federal laws, rules and regulations relating to the removal and transportation of solid waste.

e. Hours of Collection. Normal hours of Residential Collection are to be from 7:00 a.m. on days mutually agreed upon by the City and TWS which, when agreed upon, shall result in residents receiving service on the same day of each week thereafter, with the possible exceptions of holidays or other such extenuating circumstances. Said days and routes of residential and commercial service to be prepared in a schedule by TWS shall constitute the hours and days of collection. Exceptions may be made only when TWS has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual agreement of the City and TWS.

f. Routes and Schedule of Collections. Not later than seven (7) days prior to commencing service, TWS to furnish for the City's approval the initial schedules and maps of all routes to be used in serving the City. Any changes in routes and/or schedules will also be subject to the City's approval which will not be unreasonably withheld. However, in order to enable TWS to do so, the City is to provide TWS with maps and names and mailing addresses of the residents and businesses who are to be served hereunder.

g. Missed Collections. In the event that a regularly scheduled collection is missed and a complaint received by either the City or TWS, and where no fault can be found on the generator's part, a special collection of the refuse will be required of TWS within forty-eight hours. The City shall notify TWS of any complaints they received within two (2) hours. TWS will at all times during the term of the Agreement provide a telephone number which city residents may call which is not a long distance charge to the caller.

h. Holidays. TWS shall provide the City a list of holidays that TWS shall observe at least three (3) months prior to the observing of any holiday. The suspension of collection service on any holiday in no way relieves TWS of its obligations to provide collection services at least the requisite number of times per week. Extending the hours of service to meet this obligation is subject to the City's approval, which will not be unreasonably withheld.

i. Complaints. TWS shall receive and respond to all complaints regarding services provided under this Agreement. Any complaint received by the City will be directed to TWS. Should a complaint go unresolved for longer than five (5) days, the City will have the right to demand an explanation or resolution to their reasonable satisfaction.

j. Collection Equipment. An adequate number of vehicles shall be provided by TWS to collect Waste Material in accordance with the terms of the Agreement. The vehicles shall be licensed in the State of Georgia and shall operate in compliance with all applicable state, federal and municipal regulations. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, at a minimum, the name and phone number of TWS plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least two inches (2") high. Each truck shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of fluid. No vehicles shall be willfully overloaded. TWS may make other collections with the same vehicles used for Agreement collections provided that such use in no way impairs the delivery of service required under this Agreement.

k. Personnel. TWS shall require its employees to be courteous at all times, to work quietly and not to use loud or profane language. Each employee shall wear a uniform clearly labeled with the name of TWS and the employee. Clothing will be as neat and clean as circumstances permit. Shirts will be required at all times. TWS's employees shall follow the regular walks for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property and shall not meddle or tamper with property which does not or should not concern them. Each employee assigned to drive a vehicle shall, at all times, carry a valid driver's license for the type of vehicle said employee is driving. The City shall have the right to make a complaint regarding any employee of TWS who violates any provision hereof or who is wanton, negligent, or discourteous in the performance of his duties. The City may suggest action to be taken on its complaint, but it shall not be binding on TWS.

l. Containers. All Containers required under this Agreement shall be provided by TWS and shall remain the property of TWS. TWS may replace Containers whenever, at TWS's determination, such replacement is necessary or appropriate.

m. Notification of Residents. The City shall inform all residents of the complaint procedures, rates, regulations and day(s) for scheduled refuse collection. Where residents are informed via newspaper advertisements, the same will be paid for by TWS.

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EXHIBIT "B"
Collection, Hauling and Disposal Fees

a. **Base Compensation and Adjustments for New or Discontinued Service.** Before commencement of work under this Agreement, it shall be the City's responsibility to provide TWS with an accurate address list of Covered Units to receive service. Thereafter and for the duration of the Agreement, the City shall promptly inform TWS of any new or discontinued service, and TWS may rely upon the City for such information. The City may bill all customers at whatever rate the City shall determine to charge.

i. Notwithstanding the City's collection from its citizens, the City shall pay TWS monthly in accordance with the following schedule.

(# Covered Units Receiving Service, but in no event less than 96) x (Basic Monthly Rate for Covered Collections). For residents in the unincorporated areas of the City, the Initial Basic Monthly Rate for Covered Collection shall be \$9.04 for the first Container utilized by a Covered Unit and \$5.42 for each additional container utilized by the same covered unit; provided, however, the Initial Basic Rate for Industrial or Commercial Units receiving service from a container larger than 95 gallons or more than one per week shall be \$3.00 per cubic yard based on the size of each Container utilized times the number of weekly services contracted for.

ii. The City shall remit payment for the amount due for services before the 12th day of the month immediately following the month for which the payment pertains. Payment shall be based upon the City's understanding of the number of Units; and, if TWS disputes the amount of the payment, TWS may nonetheless negotiate the City's check, but promptly move to resolve any dispute with the City. Late payment shall bear interest at the rate of ten percent (10%) per annum from the due date to the date of payment.

iii. Where a unit received new or discontinued service for less than the full calendar month (determined by collections included in the month), its charge will be prorated according to the percentage of that month's collections to be performed.

b. **Escalation Clause.** Annual adjustment or rates may be made to reflect the increases in the cost of operations, as follows:

i. **Annual CPI Adjustments.** Commencing January 1, 2003 and on each ensuing January 1st during the term of the Agreement, the Basic Monthly Rate shall be adjusted as follows to reflect changes in the CPI. The Base Index against which the CPI Index will be measured will be the applicable Index as of January 1, 2002. The applicable Index for the purpose hereof shall be the ALL-ITEMS Consumer Index for the Southern States, according to the appropriate category for the municipal population of the City of Oglethorpe, Georgia published by the U.S. Department of Labor.

Bureau of Labor Statistics, and in the event the U.S. Department of Labor shall cease to publish such information, the parties agree to substitute another equally authoritative measure of changes in purchasing power of the U. S. dollar as may then be available, so as to carry out the intent of this provision. TWS may, if it chooses, request that adjustments in the rates be based upon some other component CPI or some combination thereof rather than the ALL-ITEMS category. The use of a different component or some combination thereof will, however, be subject to the approval of the City.

ii. As of January 1, 2003 and each January 1st thereafter during the term of the Agreement (including any extensions thereof), the Basic Monthly Rate, commencing for said January 1st and continuing for the balance of the calendar year, shall be the Initial Basic Monthly Rate increased by the percentage increase, if any, in the applicable CPI Index from January 1, 2003 to the January 1st for which the rate adjustment is considered; provided, however, in the event that TWS's fuel costs shall increase at a rate greater than the percentage calculated, pursuant to subparagraph b.i. above, TWS shall be entitled to increase the Basic Monthly Rate by an amount, in addition to the percentage calculated above, sufficient to fully recover the increase in expense caused by the increase in transportation fuel costs in excess of the percentage calculated.

iii. Government Regulation Adjustments. TWS shall also, at all times during the term of the Agreement, be entitled to an increase in the Basic Monthly Rate to directly offset increased costs or expenses incurred by TWS as a result of necessary compliance with new or changed federal, state, or local statutes, rules or regulations applicable to the collection or transportation or refuse or the operation of a processing facility or landfill.

iv. Governmental Fee Adjustments. In the event TWS becomes liable for or is required to collect and/or pay any governmental tax, including but not limited to any sales or service tax, increased franchise fee, surcharge, or the like in the collection, processing, or disposal of such refuse under the Agreement, such tax, fee or surcharge shall be the responsibility of the City, to be paid along with TWS's Basic Compensation.

v. Unknown Items. TWS may petition the City at any time for additional rate adjustments on the basis of unforeseen matters which are not covered by the adjustments set forth in (i) through (iv) above, but which materially and adversely affect TWS in carrying out the Agreement. The City may, but is not required to, increase the Basic Monthly Rate to take the same into account.

vi. TWS shall provide the City notice of the increase or decrease in the Basic Monthly Rate at least sixty (60) days prior to the same becoming effective. In the event the City disagrees with the amount of the increase or decrease and the parties are unable to resolve the disagreement, the amount of the increase or decrease shall be decided by arbitration as follows:

(a) The City shall notify TWS in writing prior to the effective date of the adjustment that the City has elected to have the matter arbitrated;

(b) Each party shall select an arbitrator who has been registered by the Georgia Office of Dispute Resolution or by the American Arbitration Association. The two selected arbitrators shall select a third arbitrator. The matter shall then be submitted to said panel of three arbitrators. The decision of a majority of the panel of arbitrators shall be final between the parties.

(c) The City shall make payments to TWS on the basis of the Basic Monthly Rate as notified by TWS until the decision of the panel or arbitrators. In the event the decision shall reduce the rate, said reduced rate shall become immediately effective and TWS shall, within ten (10) days of said decision, pay the difference between the amount received from the City and the amount which would have been due from the City had TWS adjusted the rate in the manner set forth in the panel of arbitrator's decision.

c. Disputed Payments. In the event either party receives a payment pursuant to this Agreement from the other party and disputes the amount of the payment, the party receiving payment may cash the check or otherwise deposit the payment without waiving its right to dispute the amount thereof.

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Attachment C
City of De Soto Collection Agreement with
Solid Waste Management Authority of Crisp County
Not Available

Attachment C
City of Leslie Collection Agreement with
Solid Waste Management Authority of Crisp County
(subcontracted to TransWaste Services)

revised July 24, 1995

WASTE SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of July, 1995, by and between the SOLID WASTE MANAGEMENT AUTHORITY OF CRISP COUNTY, a public body corporate and politic of the State of Georgia (the "Authority"), and the CITY OF LESLIE, a Georgia Municipality acting through its Mayor and City Council (the "Participant").

WITNESSETH

WHEREAS, the Authority plans to construct and operate a permitted municipal solid waste processing facility and landfill constructed and operated in accordance with 40 C.F.R. Part 258 ("Subtitle D"), in Crisp County, Georgia (the "Waste Processing Facility"); and

WHEREAS, the Participant desires to have the Authority collect, deliver, transport, treatment, and/or disposal all of the household waste produced within the jurisdiction of the Participant; and

WHEREAS, the Participant has, prior to the execution of this Agreement, been performing the refuse collection and/or disposal services which the Authority is agreeing to perform pursuant to this Agreement. The Participant has been performing those services as one of its governmental functions and services to its citizens, and not primarily as a business enterprise or source of revenue; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes any county or municipality to contract with any public authority for the provision of facilities or services which the contracting parties are authorized by law to provide; and

WHEREAS, the Participant desires to enter into this Agreement with the Authority for the use of the facilities and services of the Authority;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Participant agree as follows:

1. Term. Performance under the terms of this Agreement shall commence on August 1, 1995 shall end on December 31, 2020. This Agreement may be extended for an additional term of twenty years upon the mutual consent of the parties hereto, provided that the term of the contract, together with all extensions may not exceed fifty (50) years.



2. Waste Material. This Agreement applies only to municipal solid waste ("MSW") and non-municipal solid waste ("non-MSW"), which Federal and Georgia laws, rules and regulations permit to be placed in a Subtitle D landfill without additional processing or special handling (the "Waste Material"). The Participant warrants and represents that the Waste Material to be transported and disposed by the Authority shall not contain any hazardous, toxic or radioactive substances as defined under applicable federal, state and local laws and regulations. Any Waste Material received at the Waste Processing Facility which is determined by Authority to be non-conforming shall, at the Participant's option, either (i) be promptly reloaded, removed and returned to the Participant, or (ii) disposed by the Authority. All costs incurred by the Authority with respect to such non-conforming waste material (including, but not limited to, any fines or penalties assessed therefor) shall be promptly paid by the Participant.

3. Services To Be Provided. See attached Exhibit "A", which is incorporated herein by this reference.

4. Fees. See attached Exhibit "B", which is incorporated herein by this reference.

5. Termination. The Authority may terminate this agreement if the Participant fails to comply with paragraphs 2 or 4 hereof, and either party may terminate this Agreement on sixty days notice if the Authority is unable to secure sufficient financing to construct the facility.

6. Permits. If any permit or approval held by the Participant or the Authority and necessary for performance of services hereunder is canceled or modified (or threatened with cancellation or modification) in a manner to effect said party's ability to perform hereunder, the affected party shall promptly notify the other party in writing of such cancellation or modification.

7. Additional Warranties.

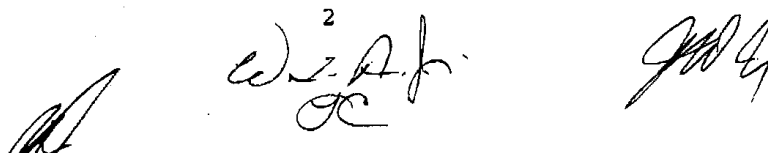
(a) The Authority warrants to the Participant that:

(i) it shall perform all services in a safe, efficient and lawful manner with qualified workers;

(ii) it will comply with all of the requirements of federal, state, and local laws, regulations, and ordinances applicable to the services to be performed;

(iii) it has or will obtain all permits or other approvals required for the transportation, processing and disposal of Waste Material that is the subject of this Agreement;

2



(iv) with respect to the waste delivered to the Authority, all federal and state rules and regulations for percentage reduction of waste to be placed in landfills will be met or exceeded, and, where documents are required to be prepared by the Participant and retained by the Participant, the Authority will provide true and accurate information;

(v) if a material change occurs to the Authority's permits and/or approvals which materially affects the Authority's ability to perform under this Agreement, the Authority shall promptly notify the Participant of the Authority's inability to perform such services; and

(vi) it will provide the Participant with reasonable advance notice if any such permit, license, certificate or approval is to expire, or becomes the subject of judicial or administrative action seeking revocation or suspension. Such notice shall also be provided if the Authority decides not to seek any necessary permit, license, certificate or approval which becomes required.

(b) the Participant warrants to the Authority that:

(i) it has title to the Waste Material being tendered hereunder and the same was generated in Participant's jurisdiction, except to the extent the Authority has given Participant written permission to tender Waste Material generated from beyond Participant's jurisdiction;

(ii) it will provide the documentation referenced herein;

(iii) the Waste Material is that as set forth in Paragraph 2 hereof; and

(iv) it will neither implement nor encourage (or expand, if existing) on-site separation of non-hazardous conforming materials from Waste Material unless such materials are delivered to the Authority.

8. Indemnifications.

(a) The Authority agrees to indemnify and hold the Participant harmless from and against any and all liabilities, damages, fines, claims, penalties, forfeitures, costs, claims and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which are caused by or arise from any negligent act or omission or any willful act or omission or any breach of contract by the Authority, its agents, employees or subcontractors in the performance of this Agreement; and

3

(b) the Participant agrees to indemnify and hold the Authority harmless from and against any and all damages, fines, liabilities, claims, penalties, forfeitures, costs, claims and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees) which are caused by or arise from any negligent act or omission or any willful act or omission or any breach of contract by the Participant or its subcontractors in the performance of this Agreement.

9. Independent Contractor. At all times during the term of this Agreement, the Authority shall be considered an independent contractor and as such, it agrees to be fully responsible for any and all acts and omission of its employees, agents, and subcontractors in the performance of the services involved hereunder.

10. Excuse of Performance.

a. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, strikes, fire, flood, windstorm, explosion, riot, war, sabotage, court injunction or order, loss of permits, governmental action or any other cause or causes beyond the reasonable control of the party affected. In the event of the occurrence of a *force majeure* event, the affected party shall promptly notify the other party of such occurrence and of the anticipated extent of the delay. Each of the parties hereto shall be diligent in attempting to remove such cause or causes.

b. The Authority shall be excused from performance hereunder if the Authority is unable to secure firm twenty-five year contracts from local governments in Georgia other than the City of Cordele or Crisp County for a minimum of 31,200 tons per month, if the Georgia EPD fails to issue a permit for construction of the facility, if the Authority is unable to validate the bond issue to finance the construction of the facility, or if the Authority is otherwise unable to secure financing to construct the Waste Processing Facility.

11. Assignment. The Participant hereby acknowledges and agrees that the Authority may assign and pledge this Agreement and any monies due or to become due hereunder to secure debt incurred by the Authority to finance the acquisition, construction, maintenance and repair of the Waste Processing Facility, and that, upon such assignment, the obligations of the parties hereto shall become irrevocable and non-cancelable. Participant further agrees to provide such financial information as may be reasonably required by party or parties to which this contract may be assigned. The Authority may employ one or more independent contractors to fulfill its obligations under this Agreement, but neither party shall otherwise assign this



Agreement or any monies due or to become due to it hereunder without prior written consent of both parties.

12. Exclusivity. This Agreement is to be construed as granting the Authority the exclusive right to transport, process and dispose of the Participant's Waste Material which is estimated to be not less than forty-five (45) tons per month.

13. Notices. Any written notice(s) required to be given by the terms of this Agreement shall be delivered by hand or be mailed, postage paid, to the following addresses:

To the Participant: City of Leslie
P. O. Box 278
Leslie, Georgia 31764-0278

With a copy to: Howard S. McKelvey, Jr.
P. O. Box J
Americus, Georgia 31709

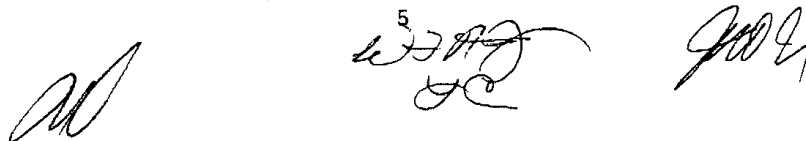
To the Authority: Solid Waste Management Authority
of Crisp County
Room 210, Crisp County Courthouse
Cordele, Georgia 31015

With a copy to: Guy D. Pfeiffer
P. O. Box 584
Cordele, Georgia 31015-0584
and
Guy V. Roberts, Jr.
P. O. Box 487
Cordele, Georgia 31015-0487

14. Headings. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

15. Entire Agreement. This Agreement, including Exhibits, constitutes the entire Agreement, between the Authority and the Participant with respect to the service specified, and all previous representatives relative thereto, either written or oral, are hereby annulled and superseded. No modifications shall be binding on the Authority or the Participant unless it shall be in writing and signed by the authorized representative of both parties.

16. Confidentiality. The Authority and the Participant shall treat as confidential property and not disclose to others during or for two years subsequent to the term of this Agreement, except as is necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information (including any technical information, experience or



in writing and signed by the authorized representative of both parties.

16. Confidentiality. The Authority and the Participant shall treat as confidential property and not disclose to others during or for two years subsequent to the term of this Agreement, except as is necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information (including any technical information, experience or data) regarding either party's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of the parties, their officers or their employees in the performance of this Agreement, without in each instance securing the prior written consent of the other party.

The Authority shall also treat as confidential and shall not disclose to others, except as required by law, information relating to the composition of the Waste Material.

Nothing above, however, shall prevent either the Authority or the Participant from disclosing to others or using in any manner information which either party can show:

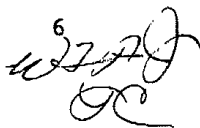
(a) has been published and has become part of the public domain other than by acts, omissions or fault of the Authority or the Participant or their employees;

(b) has been furnished or made known to the Authority or the Participant by third parties (other than those acting directly or indirectly for or on behalf of the Authority or the Participant) as a matter of legal right without restrictions on its disclosure;

(c) was in either party's possession prior to the disclosure thereof by the Participant of the Authority to each other; or

(d) disclosure is required by law or injunction.

17. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.



IN WITNESS WHEREOF, the Authority and the Participant have each caused this Agreement to be executed by its duly authorized representatives on the day and year set forth.

SOLID WASTE MANAGEMENT
AUTHORITY OF CRISP COUNTY

(SEAL)

By: [Signature]
Chairperson

Attest: [Signature]
Secretary

CITY OF LESLIE

(SEAL)

By: [Signature]
Mayor

Attest: [Signature]
Clerk

[Signature]

revised July 24, 1995

EXHIBIT "A"

Residential Collection, Hauling and Disposal Services

Participant does hereby grant to the Authority the sole and exclusive right, within the jurisdictional limit of the Participant, to provide refuse collection for each Residential Unit, such collection, hauling and disposal services to be as specified herein, including all of the work called for and described herein; except for those items and services to be provided by the Participant, the Authority shall furnish all personnel, labor, equipment, trucks and all other items necessary to accomplish the same; performance under this paragraph being subject to the following terms and conditions:

a. Definitions.

BAGS — Plastic sacks designed for Refuse with sufficient wall strength to maintain physical integrity when lifted by top with no support beneath; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 pounds.

BROWN GOODS — Bulky waste such as sofas, chairs, mattresses and the like.

BULKY WASTE — A large appliance, piece of furniture or waste material from a residential source other than Construction Debris or Hazardous Waste, with a weight or volume greater than that allowed for Containers.

CONSTRUCTION DEBRIS — Waste building materials result from construction, remodeling, repair or demolition operations.

CONTAINERS — A receptacle (not including Front-Loading Containers) made of plastic, metal, or fiberglass with a capacity not to exceed 100 gallons, a loaded weight of not more than 75 pounds, a tight fitting lid, and handles of adequate strength for lifting.

DISPOSAL SITE — A refuse depository for the proceeding or disposal of Refuse, including, but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

FRONT-LOADING CONTAINERS — A metal receptacle that can be mechanically lifted into the Authority's collection vehicles for disposal of the Refuse contained therein.

GARBAGE — Putrescible animal or vegetable wastes

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EXHIBIT "A"
Residential Collection, Hauling and Disposal Services

resulting from the handling, preparation, cooking, serving or consumption of food and including food containers.

HAZARDOUS WASTE — Waste designated as hazardous by the United States Environmental Protection Agency or appropriate state agency.

REFUSE — Discarded waste materials in a solid or semi-liquid state, consisting of Garbage, Rubbish or a combination thereof.

RESIDENTIAL UNIT — A dwelling or occupied living space within the Service Area, provided with a Container. All Residential Units shall be located within the Service Area.

RUBBISH — Non-putrescible solid wastes consisting of combustible and non-combustible materials.

SERVICE AREA — The geographic area consisting of the incorporated areas of the Participant.

WHITE GOODS — Bulky Waste such as refrigerators, freezers, washers, dryers, and other large appliances.

b. **Waste Excluded.** The Agreement does not require or contemplate the collection, hauling or disposal of Yard Trash, Construction Debris, or Hazardous Waste, except as specifically set forth herein.

c. **Exclusive Franchise.** The Participant, as grantor, grants the Authority, as grantee, the exclusive right and franchise during the term of this Agreement to collect and dispose of all residential Garbage and Rubbish located within the Service Area. The Participant warrants that it has the authority to grant such an exclusive right as described in this Agreement. The Participant covenants that, during the term of this Agreement, it will not engage other individuals or itself become involved in the activity of collecting and disposing of residential Refuse or any other similar activity that would impair the exclusive right of the Authority, except as provided herein.

d. **Services Provided To The Participant.** The Authority shall provide curbside collection service for the collection of Refuse from all Residential Units located within the incorporated areas of the Participant one (1) time per week. It is the resident's responsibility to see that containers are placed curbside or as close as practicable to the collection

Page 2 of 6

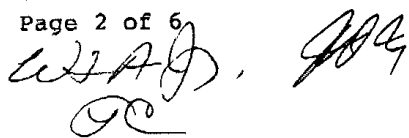


EXHIBIT "A"
Residential Collection, Hauling and Disposal Services

vehicle routes by 7:00 a.m. on the designated collection day. .
Curbside refers to that portion of the right of way adjacent to
paved or traveled roadways (including alleys).

i. The Authority may decline to collect: any Container not properly placed; any Container not defined in the Definitions; any Containers that contain sharp objects or liquids; or any Refuse not properly contained. Where the Authority has reason to leave solid waste uncollected at a Residential Unit, the Authority or its agents shall inform the resident within two (2) days by written notice, mailing, or telephone as to why the solid was not collected, i.e., non-residential solid waste, Hazardous Waste, unapproved Containers, improper placement, etc.

ii. The Authority shall also provide collection service for disabled persons who are in fact unable by reason of age or infirmity to place their Containers at curbside. Disabled persons will be determined by the Participant, exercising reasonable good faith judgment, the Authority will be so notified of such disabled persons, and any resident of the city who has a certification from a licensed physician that such persons is disabled will be exempt from placing their refuse curbside. The Authority agrees to collect waste of such disabled persons in any mutually convenient place on the premises of such disabled persons, except the Authority will not be required to go into houses or other dwellings.

iii. The Authority shall deliver the Refuse collected at the Residential Units to the Waste Processing Facility. The Authority will provide sufficient long-haul waste transfer trailers and power units to transport such Refuse. All equipment (trucks and trailers) will be clean and in sound operating condition at all times. Trailers will be designed so as to transport approximately twenty (20) tons of MSW using moderate compaction. When transporting Refuse, all trailers should be sealed and covered to prevent littering and comply with all local, state and federal laws, rules and regulations relating to the removal and transportation of solid waste.

e. Hours of Collection. Normal hours of Residential Collection are to be from 7:00 a.m. on days mutually agreed upon by the Participant and Authority which, when agreed upon, shall result in residents receiving service on the same day of each week thereafter, with the possible exceptions of holidays or other such extenuating circumstances. Said days and routes of residential and commercial service to be prepared in a schedule by the Authority shall constitute the hours and days of

Page 3 of 6

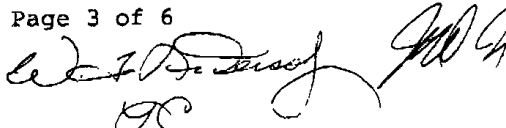


EXHIBIT "A"
Residential Collection, Hauling and Disposal Services

collection. Exceptions may be made only when the Authority has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual agreement of the Participant and the Authority.

f. **Routes and Schedule of Collections.** Not later than seven (7) days prior to commencing service, the Authority to furnish for the Participant's approval the initial schedules and maps of all routes to be used in serving the Participant. Any changes in routes and/or schedules will also be subject to the Participant's approval which will not be unreasonably withheld. However, in order to enable the Authority to do so, the Participant is to provide the Authority with maps and names and mailing addresses of the residents and businesses who are to be served hereunder.

g. **Missed Collections.** In the event that a regularly scheduled collection is missed and a complaint received by either the Participant or the Authority, and where no fault can be found on the generator's part, a special collection of the refuse will be required of the Authority within forty-eight (48) hours. The Participant shall notify the Authority of any complaints they received within two (2) hours. The Authority will at all times during the term of the Agreement provide a telephone number which City residents may call which is not a long distance charge to the caller.

h. **Tires.** A container for tire collection will also be provided at the Transfer Station. Those disposing of tires will be charged a tire disposal fee as follows: \$3.00 per passenger tire, \$8.00 per truck tire, and \$40.00 per equipment tire. The Authority will dispose of the tires in an approved manner.

i. **Holidays.** The Authority shall provide the Participant a list of holidays that the Authority shall observe at least three (3) months prior to the observing of any holiday. The suspension of collection service on any holiday in no way relieves the Authority of its obligations to provide collection services at least the requisite number of times per week. Extending the hours of service to meet this obligation is subject to the Participant's approval, which will not be reasonably withheld.

j. **Complaints.** The Authority shall receive and respond to all complaints regarding services provided under this Agreement. Any complaint received by the Participant will be directed to the Authority. Should a complaint go unresolved for

Page 4 of 6

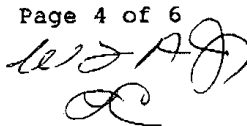


EXHIBIT "A"
Residential Collection, Hauling and Disposal Services

longer than five (5) days, the Participant will have the right to demand an explanation or resolution to their reasonable satisfaction.

k. **Collection Equipment.** An adequate number of vehicles shall be provided by the Authority to collect Refuse in accordance with the terms of the Agreement. The vehicles shall be licensed in the State of Georgia and shall operate in compliance with all applicable state, federal and municipal regulations. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, at a minimum, the name and phone number of the Authority plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least two inches (2") high. Each truck shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of fluid. No vehicles shall be willfully overloaded. The Authority may make other collections with the same vehicles used for Agreement collections provided that such use in no way impairs the delivery of service required under this Agreement.

l. **Personnel.** The Authority shall require its employees to be courteous at all times, to work quietly and not to use loud or profane language. Each employee shall wear a uniform clearly labeled with the name of company and employee. Clothing will be as neat and clean as circumstances permit. Shirts will be required at all times. The Authority's employees shall follow the regular walks for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property and shall not meddle or tamper with property which does not or should not concern them. Each employee assigned to drive a vehicle shall, at all times, carry a valid driver's license for the type of vehicle said employee is driving. The Participant shall have the right to make a complaint regarding any employee of the Authority who violates any provision hereof or who is wanton, negligent, or discourteous in the performance of his duties. The Participant may suggest action to be taken on its complaint, but it shall not be binding on the authority.

m. **Containers.** All Containers required under this Agreement shall be provided by the Authority and shall remain the property of the Authority. The Authority may replace Containers whenever, in the Authority's determination, such replacement is necessary or appropriate.

Page 5 of 6

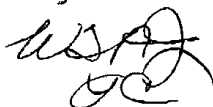
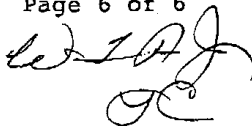


EXHIBIT "A"
Residential Collection, Hauling and Disposal Services

n. Notification of Residents. The Participant shall inform all residents of the complaint procedures, rates, regulations and day(s) for scheduled refuse collection. Where residents are informed via newspaper advertisements, the same will be paid for by the Authority.

o. Transfer Station. The Authority agrees to construct a Transfer Station of suitable size and design to process all of Participant's waste during the term of this Agreement. The Authority will be responsible for all permitting, construction, and operation of the Transfer Station, and will comply with all applicable EPD rules and regulations. The Authority will operate the Transfer Station during normal working hours, Monday through Friday. The Transfer Station will be closed on Sundays and designated holidays.

Page 6 of 6



revised July 24, 1995

EXHIBIT "B"

Residential Collection, Hauling and Disposal Fees

a. **Base Compensation and Adjustments for New or Discontinued Service.** Before commencement of work under this Agreement, it shall be the Participant's responsibility to provide the Authority with an accurate address list of Residential Units to receive service. Thereafter and for the duration of the Agreement, the Participant shall promptly inform the Authority of any new or discontinued service, and the Authority may rely upon the Participant for such information. The Participant may bill all customers at whatever rate the Participant shall determine to charge.

i. Notwithstanding the Participant's collection from their citizens, the Participant shall pay the Authority monthly in accordance with the following schedule:

(# Residential Units Receiving Service, but in no event less than one hundred eighty (180)) x (Basic Monthly Rate for Residential Collections). For residents in the incorporated areas of the Participant, the Basic Monthly Rate for Residential collection shall be \$12.05 for each Container utilized by a Residential Unit.

ii. The Participant shall remit payment for the amount due for Residential services before the 12th day of the month immediately following the month for which the payment pertains. Payment shall be based upon the Participant's understanding of the number of Units; and, if the Authority disputes the amount of the payment, the Authority may nonetheless cash the Participant's check, but promptly move to resolve any dispute with the Participant. Late payment shall bear interest at the rate of ten percent (10%) per annum from the due date to the date of payment.

iii. Where a Unit received new service or discontinued service for less than the full calendar month (determined by collections included in the month), its charge will be prorated according to the percentage of that month's collections to be performed.

b. **Escalation Clause.** Annual adjustment of rates will be made to reflect the increases in the cost of operations, as follows:

i. **Annual CPI Adjustments.** Commencing January 1, 1997 and on each ensuing January 1st during the term of the Agreement, the Basic Rate shall be adjusted as follows to reflect changes in the CPI. The Base Index against which the CPI Index will be measured will be the applicable Index as of January 1, 1996. The applicable Index for the purpose hereof shall be the ALL-ITEMS

Page 1 of 3

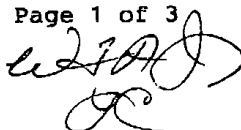


EXHIBIT "B"
Residential Collection, Hauling and Disposal Fees

Consumer Index for the Southern States, according to the appropriate category for the municipal population of Albany, Georgia (Currently Urban Size C) published by the U. S. Department of Labor, Bureau of Labor Statistics, and in the event the U. S. Department of Labor shall cease to publish such information, the parties agree to substitute another equally authoritative measure of changes in purchasing power of the U. S. dollar as may then be available, so as to carry out the intent of this provision. The Authority may, if it chooses, request that adjustments in the rates be based upon some other component CPI or some combination thereof rather than the AIL-ITEMS category. The use of a different component or some combination thereof will, however, be subject to the approval of the Participant.

ii. As of January 1, 1997 and each January 1st thereafter during the term of the Agreement (including any extensions thereof), the Basic Rate of Compensation, commencing for said January 1st and continuing for the balance of the calendar year, shall be the initial Basic rate increased by the percentage increase, if any, in the applicable CPI Index from January 1, 1996 to the January 1st for which the rate adjustment is considered; provided, however, in the event that the Authority's fuel costs shall increase at a rate greater than the percentage calculated, pursuant to subparagraph b.i., above, the Authority shall be entitled to increase the Basic Monthly Rate by an amount, in addition to the percentage calculated above, sufficient to fully recover the increase in expense caused by the increase in transportation fuel costs in excess of the percentage calculated.

iii. Government Regulation Adjustments. The Authority shall also, at all times during the term of the Agreement, be entitled to an increase in their rates to directly offset increased costs or expenses incurred by the Authority as a result of necessary compliance with new or changed federal, state, or local statutes, rules or regulations applicable to the collection or transportation of Refuse or the operation of a processing facility or landfill.

iv. Governmental Fee Adjustments. In the event the Authority becomes liable for or is required to collect and/or pay any governmental tax, increased franchise fee, surcharge, or the like in the collection, processing, or disposal of such Refuse under the Agreement, such tax, fee or surcharge shall be the responsibility of the Participant, to be paid along with the Authority's Basic Compensation.

Page 2 of 3



EXHIBIT "B"
Residential Collection, Hauling and Disposal Fees

v. Unknown Items. The Authority may petition the Participant at any time for additional rate adjustments on the basis of unforeseen matters which are not covered by the adjustments set forth in (i) through (iv) above, but which materially and adversely affect the Authority in carrying out the Agreement. The Participant may, but is not required to, increase the Basic Rate to take the same into account.

vi. Adjustments pursuant to subparagraphs ii as related to fuel cost, iii, iv, and v, above, shall be made only to the extent that the cost to the Authority of providing service under this Agreement to Participant is actually affected, and shall be based on equitable considerations including, but not limited to, the number of containers, tonnage of waste, and miles of travel related to Participant compared with the number of containers, tonnage of waste, and miles of travel related to other Participants.

vii. The Authority shall provide the Participant notice of the increase or decrease in the Basic Monthly Rate at least sixty (60) days prior to the same becoming effective.

c. Franchise Fee. The Authority shall pay to the Participant a 5% franchise fee for the award by the Participant of this Agreement to the Authority; that is, the Authority shall pay over to the Participant 5% of all amounts received by the Authority as payment for the basic services provided hereunder. Payment shall be made to the Participant by no later than the 12th day of the month immediately following the month in which the basic charge payment was received by the Authority.

d. Recycling Rebate. The Authority shall pay to the participant an amount from the net proceeds the Authority receives from sales of materials recovered from the Waste received by the Authority, which amount shall be calculated as follows:

i. Recovery from Waste Received. The net amount the Authority receives from the sale of materials recovered from the waste delivered to the Authority, after deduction of operating losses, if any, divided by the total tons of Waste received by the Authority is the Recovery from Waste Received.

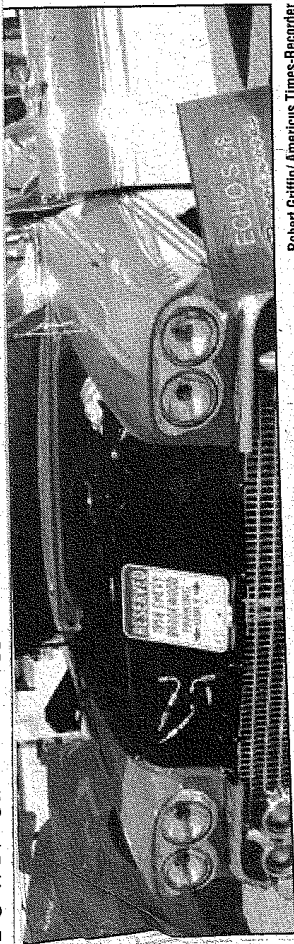
ii. Base Recovery. The Base Recovery is \$48.00 per ton, adjusted for changes in the CPI as formulated at paragraphs b.i and b.ii, above.

iii. The amount the Authority shall rebate to the Participant shall be 25% of the amount the Recovery from Waste Received exceeds the Base Recovery times the number of tons received from the Participant for the period of calculation.

Attachment C
City of Plains Collection Agreement with Jones Sanitation
Not Available

TOWN CRIER: Happenings in your community

Tuesday, April 14, 2009 3A



Robert Griffin/ Americus Times-Recorder

Echo and Grady Burrell brought their 1958 Chevy Brookwood to Plains for the show.

WWW.AMERICUSTIMESRECORDER.COM

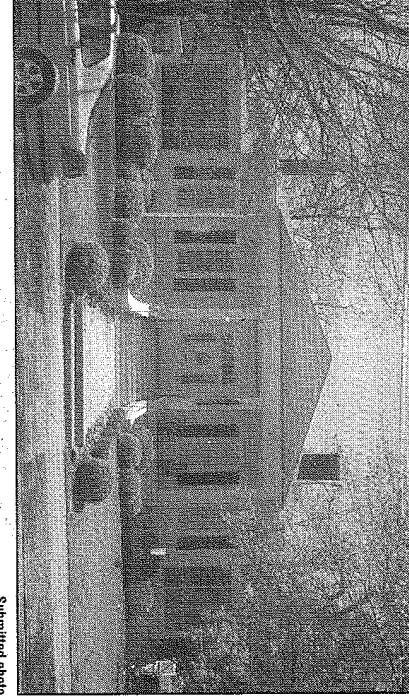
NOTICE OF PUBLIC MEETING SUMTER SOLID WASTE PLAN

Sumter County and the Cities of Americus, Andersonville, De Soto, Leslie and Plains hereby announce their intent to update the joint Sumter County Solid Waste Management Plan in accordance with the Georgia Comprehensive Solid Waste Management Act. A public meeting has been scheduled to inform the public of the purpose of the state-mandated solid waste plan, the process to be followed in updating the document, and to solicit community input into solid waste needs and goals. The hearing is scheduled for 4:00 p.m., Thursday, April 30, 2009, in the commissioners' meeting room of the Sumter County Courthouse Annex, 605 Spring Street, Americus. The public is encouraged to attend. A second public hearing will be scheduled later for presentation of the draft solid waste plan for public comment.

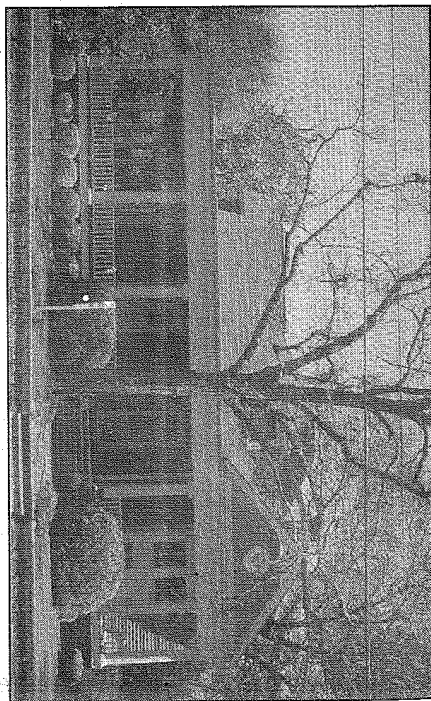
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Submitted photo
605 S. Lee St. (313 S. Lee St.) 1851 by James W. Furlow now Chef and Mary Ann Crowley



Submitted photo
604 S. Lee St. (318 S. Lee St.) 1883 by Mrs. G.H. Delamette now Frank and Sara Darden



Friday, May 15, 2009

LOCAL & STATE

Americus Times-Herald 5A

NOTICE OF PUBLIC MEETING --SOLID WASTE PLAN--

Sumter County and the Cities of Americus, Andersonville, De Soto, Leslie and Plains have prepared an updated joint Sumter County Solid Waste Management Plan. A public meeting has been scheduled to brief the community on the contents of the draft plan, to provide an opportunity for residents to suggest additions or revisions to the draft, and to inform the community of when the draft will be submitted for state-mandated review. The hearing is scheduled for 4:00 p.m., Monday, June 1, 2009, in the commissioner's meeting room of the Sumter County Courthouse Annex, 605 Spring Street, Americus. The public is encouraged to attend. A copy of the draft plan will be available for review in the chief administrative offices of each jurisdiction beginning noon Wednesday May 20 until the time of the hearing.

"Encourage your pups to read a newspaper every day!"

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- Lou

Americus Times-Herald

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THIS MESSAGE IS BROUGHT TO YOU BY THIS NEWSPAPER AND THE NEWSPAPER ASSOCIATION OF AMERICA®

unmanned over us Communists, foes, surviving an impeachment vote in the Russian parliament. Charismatic won the Preakness, finishing 1 1/2 lengths ahead of Memphie.

Five years ago: A 40-ton steel girder dropped from a freeway overpass construction site into morning traffic in Golden, Colo., crushing one car and killing a family of three. Col. Robert Morgan, commander of the famed Memphis Belle B-17 bomber that flew combat missions over Europe during World

to try. You have to push, to work, to cry. Oh, do not glumly sit and mope! You've got to push and fight and hope! Have hope, and things will be all right. And so he sang throughout the night.

Now if you sit beside that pond, Of which, I'm sure, you will be fond, And listen to the froggy tune, Beneath the stars and trees and moon. That croaking chorus in the night, The water lit by silver light-- Among the moths, the bats, the weeds, Among the owls, the mice and reeds, And ask a frog, he'll say to you That every word I spoke is true.

Michael Keegan is a columnist and the son of former President Ronald Reagan.

and whiffed. Had to in the end confess. That what it was they could not guess. Said Maxwell, "I'll investigate its color, size, its shape and weight. I'll check its angle from that tree And solve it mathematically!"

"Perhaps it's cream," plain Steven said, "Although I've got a simple head." Maxwell snapped in irritation. "Don't trouble my investigation!" Maxwell said, "I can deduce, I logically must induce, And ipso facto do adduce: This is a thing that's one foot high. Its top thus does not reach the sky!" (With this, he stopped and looked quite smug. And gave himself a little hug.) "I therefore move we give a hop And see what's at the very top." ("It's cream," said

makers rallied around their pet programs. Maybe deficits really do matter to Obama, but it's fair to ask whether our new president grasps how fully the culture of spending has become institutionalized in Washington. One way or another, he will soon learn.

The (Lakeland) Ledger, on how most dietary supplements are unregulated and unsafe:

Yet another line of dietary supplements—sold by the millions as pills, powders and liquids, with the claim that they would burn fat and suppress appetites—has been recalled.

The recall of Hydroxycut shows again why such